

1. DEFINITIONS

“Purchase Order” or “PO”	Means the formal order or contract (comprising the PO, any Special Conditions, specifications, standards, programmes or other documents referred to in the PO), placed by the Company for the supply of the Goods/Services to which these conditions apply, whether or not signed by the Seller.
“The Company”	Means Copper Alloys Ltd
“The Seller”	Means the person, firm or company to whom the PO is addressed.
“The Goods”	Means the equipment, items or services (including any instalment of the Goods or any part of them) as described in the PO.
“The Price”	Means the price for the Goods and/or the charge for the services as specified in the PO.
“Special Conditions”	Means any special terms and/or conditions set out in the PO.

2. FORMATION AND CONTENT OF CONTRACT

- 2.1 If the Seller starts to perform or administer any aspect of this PO then all conditions of contract whether these General Conditions of Purchase or others in the PO will be deemed to have been accepted and the contract formed on that date. The programme for delivery will also start at the same time.
- 2.2 The contract shall consist of and the order of precedence shall be: Any Special Conditions written or referred to on the face of the PO, these General Conditions of Purchase, the technical Specification referred to in the PO.
- 2.3 These terms and conditions shall apply to the Contract and if they are inconsistent with any other provisions contained in any document issued by the Seller, they shall take precedence over such other provisions.
- 2.4 No modification or amendment of these terms and conditions shall be binding upon the Company unless otherwise expressly agreed to in writing by someone duly authorised on behalf of the Company.
- 2.5 Unless otherwise expressly agreed in writing by the Company, the Prices stated in the Contract are “delivered” Prices.

3. TITLE RISK AND INDEMNITY

- 3.1 Whilst the Goods or part or components of them are under the control of the Seller they shall remain at the Seller’s risk.
- 3.2 Goods belonging to or provided by the Company which are in the Seller’s custody for any purposes shall be clearly marked and recorded by the Seller as belonging to the Company and shall be at the Seller’s risk.
- 3.3 The Seller shall fully indemnify and hold indemnified the Company against any losses, damage, actions, costs, expenses, claims or demands in respect of any injury to the person or property of any of the Company’s employees or of any third Party arising out of any defect in the Goods or the loss or theft of any of the companies materials or property whilst in the suppliers possession, and shall forthwith pay to the Company the direct and indirect amount of any loss or damage suffered by the Company arising out of any such defect or loss.

4. DELIVERY

- 4.1 The time or times for the delivery of the Goods shall be as specified in the PO shall be of the essence of the Contract.
- 4.2 If the Goods or any part of them are not delivered to the Company by the date referred to in (a) above the Company shall have the right to determine the Contract forthwith by notice in writing.
- 4.3 The Order Number relating to the Goods should be prominently and securely displayed on all packages in the consignment and a detached Packing Note included with the consignment.
- 4.4 Unless otherwise agreed containers will not be paid for.
- 4.5 The Good must be delivered suitably packed so as to prevent damage in transit to such destination as the Company may direct in the PO or otherwise.

5. PAYMENT

All payments made by the Company to the Seller shall be made without prejudice to the Company’s right of rejections, cancellation or alteration whether arising under the Sale of Goods Act 1979 or otherwise and if the Company shall have paid any sum in excess of the sums due hereunder, the Seller shall repay the sum to the Company on demand.

6. ASSIGNMENT AND SUB-CONTRACTING

The Seller shall not sub-contract the performance of the Contract or any material part thereof without the prior written consent of the Company which shall not be unreasonably withheld.

7. THIRD PARTIES

- 7.1 No term of this PO shall be, purports to be or is intended to be enforceable by or confers a benefit on any third party other than an assignee, whether such right arises, or would but for the existence of this term arise, as a result of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 7.2 If any third party makes any claim against the Buyer arising from the performance of the PO by the Seller, or in respect of Goods or services supplied under it, the Seller shall at its own expense on request by the Buyer join the Buyer in defending the claim. The decision of any court, arbitration

or tribunal deciding upon the claim shall, so far as is relevant, be admitted as conclusive in any consequent claim made by the Buyer against the Seller under the contract.

8. LAW AND JURISDICTION

- 8.1 The contract shall be governed by and construed in accordance with English law and the Courts of England shall have exclusive jurisdiction to hear all disputes arising in connection with the Contract.

- 8.2 The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this contract.

9. QUALITY ASSURANCE AND COMPLIANCE

- 9.1 Goods shall conform to the requirements of the PO and shall be free from defects in design, material or workmanship and be a quality sufficient for and be fit for their intended purpose, about which it shall be for the Seller to enquire. They shall be made or performed in accordance with the appropriate best professional practice and all applicable standards and legislation. Goods shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Goods which do not comply with all of the above may be rejected and the PO may be terminated.
- 9.2 All process and certification requirements will be in accordance with the PO.
- 9.3 Swarf and nonconforming product shall be clearly identified and returned to the Company.
- 9.4 The Seller shall notify the Company upon receipt of the PO or as soon as possible during the contract period if it is unable to comply with any of the requirements of the PO.
- 9.5 The Company, its customers and Regulatory Authority will be allowed reasonable access for contract designated witnessing and to records and test samples.
- 9.6 Personnel performing processes or testing shall be qualified to perform such tests or processing.
- 9.7 When the contract or any part there of has to be sub-contracted the applicable requirements in the purchasing document shall apply to sub-tier suppliers.
- 9.8 Test specimens shall be retained by the Seller for a minimum of one year.
- 9.9 The Seller will notify The Company of any changes in process or product which might affect the Goods. Such changes will not be implemented without the approval of the Company.
- 9.10 The Seller will retain records for 10 years minimum unless otherwise stated in the contract.
- 9.11 The Seller shall ensure that no suspect or counterfeit product will be used in connection with Company orders. Where the Company determines that counterfeit parts have been supplied, these parts shall be returned to the Seller and reasonable evidence shall be provided by the Seller that the parts have been controlled to prevent re-entry to the supply chain.
- 9.12 The Seller shall ensure that its staff are aware of their contribution to product conformity, product safety and the importance of ethical behaviour.

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10. CONFIDENTIALITY

- 10.1 The Seller shall treat the PO as confidential and shall not disclose, nor permit disclosure of, any details of the PO or its existence to any third party (except to the extent that the PO becomes public knowledge through no fault of the Seller), nor use or knowingly permit the use of the PO by itself or any third party for the purpose of advertisement, display or publication without the Company’s prior consent in Writing.
- 10.2 The Seller shall keep confidential and shall not disclose any information of the Company or its customers, contractors or suppliers unless the Company has given prior written permission. Such information shall include but not be limited to finances, prices, equipment or systems, data of any kind, intellectual property whether or not registered or capable of registration and know-how.
- 10.3 The Seller may not describe, illustrate or refer to the Goods in any form of advertising without the Company’s prior consent in writing.

11. TERMINATION AND SUSPENSION

- 11.1 The Company may in its sole discretion either terminate or suspend the PO in whole or in part at any time for any reason by giving notice to the Supplier.
- 11.2 This sub-clause 11.2 shall only apply if the PO is terminated under sub-clause 11.1. In the event of the Company giving a notice under sub-clause the Seller shall immediately cease all activities in relation to this PO and take all possible steps to mitigate any cost or loss. The Company shall reimburse the Seller the reasonable costs the Seller has incurred up to the date of termination including any unavoidable costs.
- 11.3 The Company may terminate the PO without prejudice to any other of its rights and without liability to the Seller if:
 - 11.3.1 An event of Force Majeure does or is likely to delay performance more than 30 days, or
 - 11.3.2 The Seller is in breach of its obligations and has failed to employ best endeavours to either meet its contractual obligation or to mitigate any projected delay in delivery or other contractual requirement.

12. HEADINGS

The headings of these conditions are included for convenience and ease of reference only and shall have no effect of the interpretation thereof.