

Terms and Conditions

A purchase order is an offer to purchase goods and/or services as set out herein

Supplier accepts the Specifications and Terms by acknowledging or confirming this order, or commencing work on or shipping supplies covered by a purchase order.

Pricing and Invoicing

Prices shown on a purchase order may not be increased without written authorisation by Albon Engineering & Manufacturing plc, and shall be exclusive of value added tax but inclusive of all other charges.

Subject to any other agreement in writing, the company shall pay the invoice within (to be agreed) from date received.

Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Supplier to the Company against any amount payable by the Company to the Supplier under the Contract.

Packing, Shipping, Storage

The supplier shall, at his expense, package and preserve the product in such a manner that they arrive at the designated delivery point free from damage or defect. Product is to be stored under normal environmental conditions without detrimental effects on the product.

Delivery

Deliveries are to be made in quantities as specified on the purchase order, or, if not specified, as per delivery schedules supplied by Albon. The Supplier shall off-load the specific parts at their own risk as directed by the Company.

All deliveries are FOB Albon factory delivered.

The specific parts are to be delivered carriage paid, to the nominated delivery address stipulated on the purchase order unless otherwise agreed.

Deliveries to be accompanied by a Delivery Note which indicates order number, part number and quantity, and a supplier's Certificate of Conformity, Free of Charge.

If the specific parts are delivered to the Company in excess of the quantities ordered, the Company shall not be bound to pay for the excess and any excess shall be, and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

The Company shall not be deemed to have accepted the specific parts until it has had 7 days to inspect them following delivery. The Company shall also have the right to reject specified parts after any latent defect has become apparent.

Goods which are not despatched by the requested delivery date shall be delivered via express service, at the entire cost of the Supplier.

Quality & Certification

The Supplier warrants that all supplies will conform to the specifications and/or samples furnished in connection with the purchase order, and will be fit and sufficient for the purpose intended, of good material and workmanship, and free from defects.

The Supplier shall notify Albon immediately prior to the acceptance of this purchase order if the supplier cannot satisfy the specifications, or adhere to the terms of the delivery schedule.

The Supplier shall submit certification and comply with the requirements of ISO9001:2000 and/or TS16949, and provide the Company with copies of its quality certificates upon request, in the case of production materials.

Environmental Certification

The Supplier undertakes to obtain certification and comply with the environmental requirements set out in ISO14001.

The Supplier shall provide the Company with copies of its Environmental Standard certificates on request.

The Supplier shall permit Albon, upon reasonable notice to enter the Supplier's premises and audit to this standard.

Rejected Materials

With respect to any Supplier not conforming to the requirements specified on a purchase order, Albon reserve the right, to reject such supplies and will require the Supplier to collect, and replace such supplies immediately after notification at his expense. If such notification is not in writing, it shall be confirmed in writing.

If the Company receives any claim in relation to a specified part, the Company shall notify the Supplier accordingly and the Supplier shall co-operate with the Company in order to defend such a claim.

If there is a risk of a specified product causing personal injury or property damages due to a specified part being defective, such that the Company decides to recall a specified part, the Supplier shall compensate the Company for its entire direct and indirect costs and losses incurred in conjunction with such recall.

Cancellation

Albon reserve the right to cancel a purchase order or any part thereof at any time upon written notice to the Supplier giving 3 months notice of cancellation, without liability except for payment to the Supplier for the cost of work in process and material commitment made.

Albon may cancel a purchase order without liability or cancellation charges in the event of any causes beyond its control.

Changes

Albon may at any time, by written instruction, make changes to a purchase order, to any one or more of the following: specification; method of shipment or packing; time and/or place of delivery; quantity of items ordered and scheduled.

The supplier shall notify Albon within 14 days of notification of such changes of any proposed differences in price, quantity or delivery. Such proposed changes shall be subject to approval by Albon.

Compliance with Laws

The Supplier agrees to comply with all applicable governmental laws, regulations and rules (including any relevant requirement under any EU Directive) applicable to supplies furnished under a purchase order, including without limitation, UK Anti-terrorism, Crime and Security Act 2000 and any national, EU or United Nations embargoes or restrictions. In this connection, the Supplier agrees to indemnify, defend and hold Albon harmless from and against any liability arising from a breach of the same and agrees to defend at its expense any action brought against Albon.

Any disagreement between the parties shall be resolved in a United Kingdom Court of Law or by arbitration if required by Albon.

Administration

Buyer expects supplier to actively pursue sourcing of materials and/or services.

Purchase order numbers and part numbers must appear on all Delivery Notes, shipping notes, Bills of Lading, packaging, packing slips and Invoices.

Acceptance of a purchase order signifies agreement with the above instructions and conditions.

These Terms and Conditions are intended to survive the duration of a purchase order until it is deemed complete.

The supplier shall not subcontract any part of this contract without the written permission of Albon.

Confidentiality

Any Technical Specifications or other information provided by the Company shall be kept confidential by the Supplier, and all confidential information relating to the specified parts provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Company; but the foregoing shall not apply to any documents or other materials, date or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.