



GENERAL CONDITIONS OF PURCHASE

1 Definitions

- (a) "Buyer" means ELE Advanced Technologies Limited.
- (b) "Vendor" means person, firm or company to whom the buyer addressed a purchase order.
- (c) "Specification" means plans, drawings, designs, patterns, samples and specifications.
- (d) "Articles" means the goods, materials, articles, apparatus, devices, processes and services.
- (e) "Containers" means packing cases, boxes, tins, drums, bags and all forms of wrapping.

2 Articles are not supplied and will not be paid for unless the buyer has issued an official purchase order.

3 Documents

The vendor shall:

- (a) with each container insert a slip stating the contents thereof.
- (a) Send to the buyer by ordinary mail on each occasion that articles are consigned an advice note specifying the means of transport, the correct number, volume or weight of every container, the place from where despatched.
- (b) As soon as possible after despatch of articles send to the buyer a detailed priced invoice bearing date articles are consigned.
- (c) In all correspondence and every such document as aforesaid quote the order number.

4 The Buyer will debit the vendor for any articles or containers that are rejected or returned for any reason whatsoever at the price at which they have been invoiced by the vendor plus carriage.

5 Description and Quality of Articles

The articles shall be of the qualities and sorts described and equal in all respects to the specification. Should no specification be quoted or exhibited articles shall be strictly in accordance with the latest British Standards specification, where such exists or otherwise shall be recognised quality and workmanship.

6 The Company or its customer reserves the right to verify at source the suppliers/vendors premises that the product conforms to requirements. This verification shall not be used by the supplier/vendor as evidence of effective control of the quality by the supplier/vendor. When the buyer or its representative elects to carry out verification at the sub-contractors plant, such verification shall not be used as the suppliers evidence of effective control of quality by the sub-contractor.

7 Quantity

The quantity of articles ordered must not be exceeded without the buyer's permission in writing.

8 Inspection and Rejection

The articles shall be inspected at the buyer's own works, unless otherwise stated, and if found defective or inferior in quality to, or differing in form or materials from the requirements of the order, may be rejected. Articles rejected under this Condition shall not be considered as having been delivered under the order and shall be returned to the vendor at his expense. Advice on any discrepancy will be posted or faxed to inform you of the shortage of the count.

9 Cancellation

The buyer reserves the right to cancel any order or any part thereof when articles are rejected, and also where he considers the delivery has unreasonably extended beyond the delivery date stated on the Purchase Order.

10 Packages and Containers

Unless otherwise agreed all containers in which the articles are delivered by the vendor shall be considered as non-returnable. Containers which are agreed as being returnable must be clearly marked "Returnable".

11 Delivery

The articles shall be delivered Carriage Paid. Unless otherwise agreed the price shall be deemed to include the cost of delivery at the place specified.

12 Subletting and Assignment

The vendor shall not give, assign, or sublet the order without permission of the buyer and in such an event the vendor shall be responsible for these terms and conditions of purchase being observed.

13 Use of Specifications and Information

All specifications issued by the Buyer are confidential and the property of the Buyer and shall be returned as directed or when the order is completed and the vendor shall not use them for any purpose other than the tendering or the fulfilment of the order.

14 Royalties

The vendor shall undertake to indemnify the buyer against claims for royalties, damages, or other losses due to the use of patented articles supplied in execution of an order.

15 Vesting

The property and risk in the articles covered by the buyer's order shall, without prejudice to the right of rejection, pass to the buyer on delivery at the place specified by the buyer.

16 Government Contracts

Where a purchase order is marked to indicate that the articles required are in use in execution of a Government Contract the terms and conditions of the Government Contract relating to sub-contractors shall apply and a copy of the Contractual Conditions pertaining to sub-contractors will be loaned or supplied on request otherwise the vendor will be deemed to have these in his possession.

17 Payment

The company will settle accounts rendered by the end of the second month following the month in which delivery was made. Subject to satisfactory delivery and quality of the goods, the price as specified in this order will remain fixed unless otherwise agreed in writing.

18 Record Retention

The vendor shall ensure that a copy of all quality related / inspection documents are retained for a minimum of ten years before a request for disposal can be made to the buyer. No quality related / inspection documentation should be disposed of with written consent from the buyer. End customer document retention requirements vary, so it should be ensured that the minimum retention date specified by the relevant end customer has been met (see ELE Management Procedure MP104 for further details).

19 Notification of Non-Conforming Product

Under no circumstances shall a nonconforming part be sent to ELE Advanced Technologies Ltd without a ELE Advanced Technologies Ltd approved deviation. Failure to comply with the above requirements will result in ELE Advanced Technologies Ltd rejecting the product.

20 Process Change

The supplier shall notify the ELE Advanced Technologies Ltd of changes in product and/or process definition and, where required, obtain ELE Advanced Technologies Ltd approval

21 Right of Access by ELE Advanced Technologies Ltd, their Customer, and Regulatory Authorities

In accordance with contractual agreements, right of access by ELE Advanced Technologies Ltd their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records,