



## AEROSPACE METAL FINISHERS LTD TERMS AND CONDITIONS

1. **PRICE.** This is a firm price order.
2. All prices quoted are per part with an inhouse MOC of £50 per batch, all sub-contract prices will incur a further minimum order charge where detailed on the quotation.
3. The customers Purchase Order for treatments being carried out by AMF LTD must include full details of processing required including any specific specifications to be worked under.
4. The customer is responsible for ensuring AMF LTD are fully approved to process under the requirements of any specifications, AMF LTD must ensure notification of approvals is provided where requested.
5. Upon contract review stage if it is apparent no approvals are in place to ensure conformance with customer specifications AMF LTD will return parts to the customer and notify them of the issues preventing processing taking place.
6. Prices do not include sub-con treatments for example shot-peening, Heat treating or stress relieving unless stated in the above or attached (if processes will be required by AMF LTD but not stated in the quotation it is the responsibility of the customer notify AMF LTD to ensure correct processing).
7. Please note if any extra treatments are required when the parts arrive then this may affect your price, lead time and our ability to process as required.
8. AMF LTD reserve the right to amend quotations or negate processing upon contract review when components arrive for processing.
9. Where a purchase order has been raised for services or products to be supplied to AMF LTD it is the responsibility of the supplying company to ensure they meet all necessary requirements laid out in the Purchase Order to ensure full conformance.
10. AMF LTD will reserve the right to reject any payment for services or products which do not meet fully with the requirements laid out in the Purchase Order raised for the services or products mentioned.
11. **TERMS OF PAYMENT.** Invoices shall be dated no earlier than date of shipment or delivery of service. The discount period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is involved, whichever date is later. Buyer will pay non- discountable invoices thirty (30) days after receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later. All goods received for processing within AMF LTD with processes completed will remain the property of AMF LTD until payments have been made in full.
12. **LIABILITY.** Where processing malfunction is apparent and results in defective material Aerospace Metal Finishers LTD shall determine the cause for liability. Where it is evident that AMF LTD is in error reimbursement for defective material will be at twice the contract price or £1500 whichever is lesser.
13. **ATTACHMENTS.** Documents designed by customer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.
14. **CHANGES.** The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging; (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Purchase Order.
15. **TERMINATION.** AMF LTD may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to the customer. Upon receipt of such termination notice, Customer shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.
16. **EXCUSABLE DELAY.** Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience under paragraph 5.
17. **PACKAGING, PACKING LIST AND BILL OF LADING.** Customer shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. Supplier's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.
18. **INSPECTION.** All goods and services furnished hereunder will be subject to inspection and test by Buyer at all times and places and will be subject to Buyer's final inspection and approval within a reasonable time after delivery. Buyer may reject goods and services not in accordance with Buyer's instructions, specifications, drawings, data or Seller's warranty (expressed or implied), or for untimely delivery. Buyer may return rejected goods to Seller at Seller's expense and Buyer shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur and liability for payment for rejected goods or services.



19. **WARRANTIES.** By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims and encumbrances. Upon Buyer's request, Seller shall furnish Buyer with a formal waiver or release of all liens by Buyer and/or Buyer's suppliers.

Seller warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, mask work, copyright or trademark of any third party, either directly or contributorily. Seller agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss, damage and expense, including reasonable counsel fees and costs of litigation, resulting from any claim of infringement and any litigation relating thereto. In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoined, Seller shall, at the expense of Seller, either (a) procure for the Buyer the rights to continue using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to the Buyer. Such obligations shall survive acceptance of the goods or services and payment therefore by Buyer.

Where applicable, the Seller warrants that the goods covered by this Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the UK, the exportation of goods out of the country or origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the UK. Seller further warrants that it has obtained all permits, licenses and certificates necessary for the goods to be exported out of the country of origin, imported in the UK, delivered to Buyer and used or sold within the UK.

20. **TITLE; RISK OF LOSS.** Title shall pass to Buyer upon Buyer's receipt of goods at destination. Risk of loss of all goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or wilful neglect of Buyer or its customer. Goods dispatched under the customers own arrangement will be deemed as at the customers own risk from the point of collection from AMF LTD.
21. **CONFIDENTIALLY; LIMITED USE.** Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller's performance of this Purchase Order or prepared by /seller specifically for Buyer pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Seller shall not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of this Purchase Order, or upon Buyer's request, Seller shall promptly return to Buyer all confidential information not consumed in the performance of this purchase order, together with any copies in Seller's possession. Seller shall use confidential information solely for Sellers performance of this purchase order for buyer, and Seller shall not, without Buyer's written consent, directly or indirectly use confidential information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity.
22. **RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURING IN THE ORDER.** It is Seller's responsibility to comply with this purchase order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the purchase order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or consistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.
23. **BUYER'S TERMS AND CONDITIONS APPLY.** Acknowledgment of the purchase order, shipment of any goods, or commencement of work pursuant to the purchase order shall be deemed an acceptance of these general terms and conditions. No modification of or release from this purchase order shall be binding unless agreed to in writing by the parties and specifically labelled as a modification or release. Unless specifically agreed to otherwise by Buyer or Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgment.
24. **EXTRA CHARGES.** No charges for extras or for cartage or boxing or storage will be allowed unless Buyer has agreed the same upon in writing. All goods must be forwarded in accordance with Buyer's shipping instructions, otherwise the difference in freight rate will be charged to Seller.
25. **SUBSTITUTIONS.** No substitution of materials or accessories may be made without written permission from Buyer.
26. **WORK PERFORMED ON BUYER'S OR BUYER'S CUSTOMERS PREMISES.** If Seller's work under the purchase order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is due solely and directly to Buyer's or Buyer's customer's negligence, shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of the Seller, or Seller's agents, employees, or contractors; and shall maintain such public liability and compensation and occupational disease acts.
27. **INDEMNIFICATION.** Seller agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and other expenses of litigation) suffered, incurred, or asserted by or against buyer (a) by reason of Seller's breach of a warranty, (b) by reason of Seller's third party, resulting from or arising out of an act or omission of Seller, or Seller's agents, employees, or contractors in fulfilment of this purchase order.
28. **CUMULATIVE REMEDIES; WAIVERS; SURVIVAL OF WARRANTIES.** The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver by Buyer of any term or condition of this purchase order shall be construed as a permanent waiver of such term or condition or of any other term or condition. Seller's warranties shall survive the completion or cancellation of this purchase order.



29. **GOVERNING LAW.** This purchase order shall be governed by UK law except for its provisions regarding principles of conflicts of laws and except to the extent that federal communications law shall apply. Any court action arising under this order shall be venued in the UK.
30. **"GOODS" AND "SERVICES".** The term "goods" as used herein means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this order. The term "services" means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under this order other than labour furnished in connection with the production of goods.
31. **ENTIRE AGREEMENT.** Unless superseded by a specific signed agreement between Buyer and Seller, this agreement shall include the purchase order, these general terms and conditions, and all attachments referred to in the purchase order or in the general terms and conditions, and it shall constitute the entire Agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the subject matter are hereby superseded. The term "purchase order" as used herein means the first and continuation pages of Onvoy's completed purchase order form, including any special provisions contained therein. This agreement may not be modified except by mutual written agreement of the parties.
32. All records are to be held for a minimum of 10 years unless otherwise agreed with AMF.
33. The seller shall notify the buyer of non-conforming product and obtain the buyer's approval for non-conforming product disposition.
34. The seller shall provide right of access to the buyer, their customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in the order and to all applicable areas.
35. The seller shall notify the buyer of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and where required obtain organization approval and flow down to supply chain the applicable requirements including customer requirements.