



# ARMOLLOY (U.K.) LTD.

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## Purchase Order – Terms and Conditions

### 1 Definitions

- \* “The Company” Armolloy (UK) Limited
- \* “The Supplier” means the person, firm or company to whom the Purchase order is addressed
- \* “The Goods” means the products, work or materials or services specified in the purchase order.
- \* “Conditions of Purchase:” means the terms and conditions set out herein and any Additional Terms set out in the Purchase Order.
- \* “A Purchase Order” means a properly signed, printed and numbered order form issued by the company. (Form 15A)

### 2 Documents

- (a) Delivery Note: All goods shall be accompanied by a detailed delivery note stating the purchase order number and giving identification particulars and quantities of the goods supplied
- (b) Invoice: The invoice shall state the purchase order number and be traceable by reference to the delivery note. Where any charge is made for Value Added Tax the invoice shall be in the current form as laid down by HM Customs & Excise.

### 3 Formation of Contract

- (a) No document or statement which might otherwise be capable of constituting a variation of the Purchase Order or a counter-offer by the supplier shall bind the company.
- (b) The agreed price will normally be specified in the purchase order. If the price is to be agreed, then the supplier should obtain acceptance from the company as soon as possible after receipt of the order.
- (c) The prices on the purchase order exclude Value Added Tax unless otherwise stated.

### 4 Operation

- (a) Payment will be made after an invoice has been received from the Supplier and in accordance with agreed payment terms
- (b) The contract / purchase order shall be performed by the Supplier and no part of it shall be assigned or sub-contracted without the written permission of the company.

- (c) A service or installation carried out on behalf of the company shall be signed for on completion and demonstrated to meet the agreed specification before the invoice can be approved

### 5 Supplier's Warranties

- (a) The Supplier warrants that goods and parts of the goods not of the company's design do not infringe any patent, trade mark, registered design or any other like protection or the provisions of any statute.
- (b) The supplier warrants that all spare parts will be available for a period of at least 10 years from date of delivery of the goods.

### 6 Quality Conditions

- (a) The supplier shall provide notification to the company of changes in product and or process definition and of any non-conforming product considered as suitable for use under a formal concession agreement, whether identified prior to or after delivery of the goods and to obtain company approval to supply for the disposition of the affected goods
- (b) The supplier shall maintain pertinent quality records appertaining to the quality of supplied goods for a minimum period of 5 years.
- (c) The supplier shall provide the company, its customers and regulatory authorities the right of access to all facilities involved in the purchase order and to all applicable records.
- (d) The company and or its customers, when specified in the purchase order shall be afforded the right to verify product conformance to specified requirements at the supplier's premises and or sub-tier supplier's premises.
- (e) The supplier shall make all reasonable efforts to both detect and prevent the issue of counterfeit parts to the company.
- (f) The supplier shall through its own Quality Management System and the training of all relevant personnel ensure that their staff are fully aware of their contribution to, and the importance of, product conformity, product safety and ethical behaviour.

#### Registered Office:

Mammoth Drive,  
Wolverhampton Science Park,  
Wolverhampton  
West Midlands WV10 9TF  
Registered in England  
Reg. No. 2360196



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