

**1. General**

This order is to be constructed and have effect in accordance with English Law. Unless expressly accepted by us in writing, no modification or addition to these conditions by you will form part of the Order. By taking action on this Order you are deemed to and do accept these conditions.

**2. Authorisation**

We accept no liability for any Goods delivered or services provided unless the Order has been placed or amended on our behalf by an authorised officer, of the Buying Department.

**3. Delivery**

Time of delivery is of the essence of this Order.

Delivery will be at your expense to the address specified in the Order within the stated time. We reserve the right to cancel this Order in whole or in part delivery is not made within the time stated. Any acknowledgement made on our behalf that goods have been delivered shall not constitute an acceptance that the goods comply with the terms of this Order.

**4. Despatch**

A separate Advice of Despatch must be posted to us on or before the day on which any of these goods are despatched.

**5. Invoice**

Detailed invoices must be sent to CSL within 1 week of despatch of goods.

**6. Packages**

No charge is to be made for packaging and none will be allowed for packages or cases. We will make all reasonable endeavours to ensure the return of packages at your expense if required.

**7. Price**

The price stated on this Order is fixed, unless otherwise stated or agreed by us.

**8. Payment**

Payment will be made against terms agreed between our two companies after the date of receipt of invoice.

**9. Guarantee**

You guarantee that the goods will be free from defects in material or workmanship, that the goods will conform in every respect with the specifications, drawings, samples, descriptions and requirements as regards tests and inspection provided by us and with the conditions and warranties expressly or implicitly imposed by statute common-law or otherwise.

**10. Inspection and Testing.**

Unless otherwise agreed by us you will supply, free of charge certified copies of records of tests and inspections, and will grant to our nominated representatives a right of access at all reasonable times to check progress, carry out or witness tests or inspection procedures.

**11. Performance**

Any performance characteristics specified by you in any tender or literature prepared by you or in the Contract shall be of the essence. You will inform us immediately of any modification affecting performance or specified characteristics. We shall not be bound to accept any modification unless we have agreed to do so in writing.

**12. Defects**

Without prejudice to any other rights we might have, if the goods are defective on delivery or inspection, or prove defective after they have been put into service in normal usage, you will remedy the defect by repair or replacement free of charge. These conditions will apply to any goods repaired or replaced.

**13. Rejection**

If the goods do not comply with the Order or the conditions herein are not complied with or broken by you or in our opinion it is clear that you will be unable to perform fully your part of the Order we may reject the goods or cancel this Order or any part thereof at our option by giving written notice. Any rejected goods will be returned at your risk or expense, whether the title has passed or not. You will repay to us any money paid in respect of rejected or undelivered goods. We reserve the right to recover from you such expense as we may incur occasioned by your default.

**14. Variations**

You will execute and comply with such variations within the scope of this Order as shall be ordered by us and shall be paid such prices and extra costs as may be reasonable and agreed by us.

**15. Passing of Property**

Title risk and property in goods shall pass upon delivery and in the case of delivery by instalments upon delivery of each instalment. Where goods are ready for delivery but retained by you pending delivery instructions title shall pass upon payment but risk in the goods shall only pass upon delivery.

**16. Force Majeure**

We shall not be liable to you for failure to accept delivery resulting from any breakdown of plant or fire, explosion, accident, strike or any other event of any kind beyond our control. If you are prevented from effecting delivery by such cause, we may cancel the order and recover from you any sums expended in connection herewith.

**17. Confidentiality**

This Order and its subject matter is to be treated as confidential and you shall not publicise, refer to or divulge to any third party without our consent any details hereof, nor any matter related hereto.

**18. Insurance**

You will maintain at your expense a policy of insurance to cover to their full value any goods, drawings or articles of any kind submitted by us to you in connection with this Order against damage by theft, fire or other natural hazard or wilful injury.

**19. Indemnity**

You will indemnify us against any loss or damage caused to any persons arising out of defect in the goods the subject of this Order or from your (or your agents) wilful default or wilful injury.

**20. Patents**

You will pay all royalties on patents and will be solely responsible to the patentees in case of any infringement of patent rights or goods or processes employed in connection with goods, the subject of this Order.

**21. Bankruptcy**

If you shall become bankrupt or insolvent or have a receiving order of administration made against you or shall make any composition or arrangement with creditors or if a resolution shall be passed or an order of the Court be made that you would be wound-up (save for the purpose of reconstruction or amalgamation) or a receiver or manager be appointed we shall be entitled without prejudice to any other right or action which we may have, to cancel this Order.

**22. Sub-contract Control**

No part of this Order may be further sub-contracted without notification and approval from the Connor Solutions Quality Department who reserve the right to carry out inspection at any stage of manufacture, on your premises or those of your sub-contractors.

**23. Waiver**

No act or omission or admission made by us shall constitute a waiver of or release you from any liability under these conditions.

**24. Free Issue Materials**

It is essential that material sent to you free issue for further workmanship, is readily identifiable on return to this company. To this end you must ensure that marks of identification are correctly carried forward at all stages of your production.

**25. Right of Access (*Aerospace specific*)**

As the supplier you will grant our customer, their customer or any nominated regulatory body a right of access to your premises at all reasonable times to check progress, carry out or witness tests or inspection procedures and allow access to all applicable processes and records.

**26. Process Changes**

You will inform CSL immediately of any anomalies; changes in definition and any changes to the approval of your processing that may affect the product or service provided.

**27. Organisational Changes**

You must inform any changes within your organisation that may affect the products or services you provide.

**28. Quality Assurance Requirements**

Unless otherwise instructed you will Manufacture/Inspect and/or Release/Supply with the Quality requirements stated on this purchase order and where applicable conform to the Quality Management System (QMS) requirements. Any queries Regarding Quality and Release requirements shall be directed to the Quality Department at CSL.

**29. Control of Records**

The Supplier shall retain and maintain, at its own cost, all reports and records appertaining to the performance of the agreement, in a form that is capable of audit. It shall also make such reports and records available for inspection by the Buyer and/or the Customer, as well as any other third party involved on the project. The Supplier shall provide assistance and facilitate the exercise. Records shall remain legible, readily identifiable and retrievable and shall be archived for a period of at least 10 years following the expiry of the defects liability Period. Such records shall survive termination of the agreement.

**30. Acceptance criteria regarding component date codes**

Connor Solutions shall only accept components with manufacturer's date codes within a 24-month period from date of receipt. Material outside that period may be considered, though will only be accepted under concession, with the proviso that the supplier carries out solderability checks and any moisture sensitive devices are baked, re-sealed and all evidence of this data is provided in the form of a CofC.

**31. Lot Tracking Requirements**

Connor Solutions shall only accept components with manufacturer's lot code and date codes provided. This is a requirement for all components not specifically Aerospace.

**32. Counterfeit Parts**

Connor Solutions will not accept counterfeit parts. If suspect/counterfeit parts are furnished under this purchase order and are found in any of the goods delivered hereunder, such items will be impounded by the Connor Solutions. The Supplier shall promptly replace such suspect/counterfeit parts with acceptable parts.

**33. Product Safety**

Purchased parts shall be preserved in such a way that they cannot be compromised by damage, contamination, foreign objects or debris, impacting on product safety.

## **34. Ethical Behavior**

As a supplier to Connor Solutions, we expect you to comply with all national, European Union and International laws and regulations in relation to ethical behaviours, employment and trading.