

SILCOMS II LTD. - CONDITIONS OF PURCHASE

1. The Seller by accepting this order agrees to all the instructions and conditions contained herein to the exclusion of any conditions which may have been submitted by the seller at any time.
2. The Seller shall acknowledge this order within 7 days of receipt.
3. All goods are to be packed and protected to ensure safe delivery. The cost of such protection, packing and delivery are included in the price specified in this order.
4. Our order number shall be plainly marked on all goods supplied under this contract, as well as on the packing and on all documents, invoices etc. rendered. Only our name and no other may appear on any goods supplied hereunder, except with our written permission.
5. Seller must advise us, stating our Order and Drawing Numbers, net and gross weights and wagon numbers, where applicable, AT THE TIME OF DESPATCH. Such advices must be sent to us at our address.
6. Title in the goods to be supplied by the Seller hereunder shall pass to us on delivery or, where appropriate and without prejudice to our right of rejection, when such materials have been appropriated to the contract.
7. The time of delivery specified here be of the essence of the order and goods shall be delivered in accordance therewith. If at any time it should appear that goods will not be so delivered, the Seller shall advise us thereof with particulars of the prospective period of delay in which event we shall have the right, at our option, without prejudice to any other rights we may have in this event, to cancel this order or any part thereof and make such other arrangements as we in our discretion consider necessary or appropriate, and any additional expenditure incurred by us arising there-from shall be reimbursed to us by the Seller.
8. The Supplier must notify the purchaser immediately of any known non-conforming product, and must not supply without prior consent from the purchaser. The supplier must also notify the purchaser of any changes to product/process definition and where required obtain purchaser approval.
9. All goods which are not in accordance with our requirements, or as stipulated on our order, drawing and/or specifications must be replaced free of cost to us, or at our option, full credit must be allowed without replacement, or, should the urgency of our requirements be deemed by us to warrant it, rectifications may be carried out by us in such case we reserve the right to debit you with the cost thereof.
10. Any goods to be supplied hereunder shall be of the best quality and workmanship and shall be guaranteed by the Seller for a period of twenty four months from delivery to us, or twelve months from being placed in operation whichever period expires the earlier, against defects arising from faulty materials, workmanship or design and defective goods shall be replaced or repaired by the Seller at his expense.
11. The Seller shall defend and hold us harmless from all actions, claims, suits, and/or demands made against either or both of them in respect of injuries to or death of any person including employees of the Seller, and for the loss of and/or damage to property arising from the supply of any goods or materials or the erection, installation, repair or operation of any goods hereunder.
12. The Seller shall fully indemnify us against any action, claim or demand, costs and expenses, arising from, or incurred by reason of any infringement, or alleged infringement, any letters, patent, design, trade mark or name, copyright or other protected rights in respect of any plant, work, material supplied or any arrangement, system or method of using fixing or working employed by the Seller.
In the event of any claim or demand being made or action brought against us in respect of any of the aforesaid matters, we shall notify the Seller thereof as soon as possible and the Seller shall conduct with our assistance, if necessary, but at his own expense, all negotiations for the settlement of such matter and/ or any litigation involved or which may arise there-from.
13. The price stated on the order for the goods shall remain fixed and shall not be varied for any reason unless expressly agreed in writing by us. We must be advised within seven days of your receipt of any amendments to this order if such amendments will affect the price. Whereupon we shall have the right to accept or reject your price for the amendment, and in the latter case the order shall remain unchanged in any way. Should such variation in price be not advised in the time stipulated it shall be deemed that the amendment does not affect the price.
14. The Seller shall treat as confidential all designs, drawings, data or information, written or verbal, supplied by us hereunder and shall use his best endeavours to ensure that such information is not divulged to any third party except with our consent where necessary for the purpose of performance of his obligations hereunder and subject to similar undertakings being obtained from such third parties to treat such designs, drawing, data or information in like confidence, other than designs, drawings data or information which at the time of proposed disclosure are within the public knowledge or in the Seller's possession.
15. The Seller shall not transfer, assign or sub-let this Contract or any part thereof without our written consent. Any permitted transfer, assignment or sub-letting shall not relieve the Seller of his obligations hereunder.
16. This order shall be construed and take effect in accordance with the Laws of England.
17. The Supplier is to provide reasonable access to plant facilities and records, for the purpose of surveillance and periodic audit, by Silcoms II Ltd. Quality Manager or his designate; to include right of access by the organisation, their customer, and regulatory authorities to all facilities involved in the order and to all applicable records.
18. Control of records: Records should be established and maintained to provide evidence of conformity to requirement and of the effective operation of the quality management system. Records shall remain legible, readily identifiable and retrievable. A documented procedure shall be established to define the controls needed for identification, storage, protection, retrieval, retention time and disposition of records. The documented procedure shall define the method for controlling records that are created by and/ or retained by suppliers. Records shall be kept indefinitely unless otherwise authorised by Silcoms.
19. Quality requirements. The Supplier needs to:-
 - Implement a quality management system
 - use customer-designated or approved external providers, including process sources (e.g., special processes);
 - notify Silcoms of non-conforming processes, products, or services and obtain approval for their disposition
 - have a process in place which prevents the use of counterfeit parts
 - notify Silcoms of any changes to processes, products, or services including changes of their external providers or location of manufacture and obtain Silcoms approval
 - flow down to external providers applicable requirements including customer requirements.
 - Provide test specimens for design approval, inspection / verification, investigation or auditing.
 - Ensure that all persons are aware of their contribution to product or service conformity and product safety
 - Ensure that all persons are aware of the importance of ethical behaviour

The Supplier shall pay particular attention to Clause 15