



Terms and Conditions of Purchase

1. Definitions In these Terms and Conditions:

- **"Buyer"** means Williams & Co Precision Limited, or its subsidiary or trading entity named on the Order.
- **"Vendor"** means the person, firm or company to whom the Order is issued.
- **"Goods"** means the goods or materials which are the subject of the Order.
- **"Order"** means the official purchase order placed by the Buyer and signed by an authorised representative.

2. Basis of Contract

- The Buyer shall only be bound by Orders issued on its official purchase order form.
- Any amendment to an Order must be confirmed in writing by the Buyer.
- Upon issue of an Order, a contract shall come into effect governed by these Terms and Conditions.
- These conditions shall override any of the Vendor's own terms unless otherwise agreed in writing.
- In the event of a conflict between these Terms and the Order, the terms stated on the Order shall take precedence.



3. Flow-Down and Compliance Requirements

The Vendor shall:

- Comply with all specific requirements stated in the Buyer's Order.
- Ensure the following are fulfilled internally and flowed down to all sub-tier suppliers:
 - Implementation of a quality management system certified to AS9100, ISO 9001, or relevant Nadcap standards.
 - Prevention of counterfeit parts.
 - Awareness among personnel of:
 - Their contribution to product conformity.
 - Their role in product safety.
 - The importance of ethical behaviour.

4. Delivery and Risk

- The Vendor shall comply with the delivery dates set out in the Order.
- Progress updates against the delivery schedule shall be provided without delay.
- Time for delivery shall be of the essence. The Vendor shall be liable for all losses and additional costs (including machining and labour) incurred by the Buyer due to late or non-delivery.
- The Buyer may, at its discretion, refuse early deliveries or charge for storage and insurance if Goods are delivered ahead of schedule.
- Delivery shall be deemed complete once the Goods are unloaded at the designated delivery point and signed for by an authorised representative of the Buyer.
- The Buyer shall not be deemed to have accepted the Goods until a reasonable inspection has been carried out or latent defects have become apparent.
- Risk in the Goods passes to the Buyer upon acceptance. Title passes on the earlier of (a) delivery, or (b) receipt of payment by the Seller.



5. Subcontracting and Assignment

- The Vendor shall not assign or subcontract any part of the contract without prior written consent from the Buyer.
- Where subcontracting is authorised, the Vendor shall remain fully responsible for compliance with all contractual obligations.
- The Vendor must ensure any subcontractor is competent and adheres to these Terms. Upon request, the Vendor shall enforce these terms at their own expense.

6. Inspection and Testing

- The Buyer reserves the right to inspect or test the Goods at the Vendor's or sub-contractor's premises.
- The Vendor shall grant or arrange access for this purpose.
- Inspection or testing by the Buyer does not relieve the Vendor of responsibility or imply acceptance.
- The Vendor shall comply with the inspection requirements detailed in Appendix 1.

7. Quality and Conformity

- The Vendor warrants that all Goods:
 - Meet the Buyer's specification and Order.
 - Conform to relevant laws, standards, and are of first-class workmanship.
 - Meet applicable BSI or equivalent standards unless otherwise agreed.
- The Buyer, its customers, or regulatory authorities may access the Vendor's premises to verify quality and progress at any time.
- Goods not conforming to requirements may be rejected and the Order cancelled.
- The Vendor shall cover all losses and refund payments for rejected Goods.



- Rejected Goods will be returned at the Vendor's risk and expense.
- The Buyer reserves the right to carry out rework or modifications at the Vendor's expense if nonconformance is discovered.

8. Certificates and Documentation

- The Vendor shall, upon request, provide a certificate of conformity signed by an authorised representative.
- All deliveries must be accompanied by an advice note stating:
 - Vendor's Part Number
 - Order Number
 - Full description
 - Quantity delivered
- The Vendor shall retain all related documentation for seven years or the aircraft life (whichever is longer), and disposal must be approved by the Buyer's Quality Manager.

9. Buyer Property

- All materials, tools, equipment, or patterns provided by the Buyer remain the Buyer's property.
- Such property must be clearly identified, insured, and returned carriage paid within one month of contract termination or on request.
- Loss, damage, or failure to return will result in the Vendor being liable for full replacement costs.
- The Vendor shall perform regular stock checks of Buyer-owned materials and will be responsible for any discrepancies, minus reasonable scrap allowance.



10. Forecasts and Flexibility

- Forecast quantities are non-binding and subject to change.
- The Vendor shall use best endeavours to accommodate additional Orders beyond normal lead times without extra cost.

11. Force Majeure

- The Buyer shall not be liable for delays or non-performance caused by factors beyond its control, including delays from other suppliers, strikes, disputes, or force majeure events.

12. Termination and Cancellation

- The Buyer may cancel the contract at any time without liability.
- The Buyer may terminate the contract if the Vendor:
 - Breaches any contractual obligation.
 - Becomes insolvent, bankrupt, enters administration or liquidation, or has a Receiver appointed.
 - Experiences a change in ownership.

13. Pricing and Payment

- Unless agreed otherwise in writing:
 - Prices are fixed, inclusive of delivery, VAT, and duties.
 - Payment terms are 60 days from receipt of a valid invoice.
- The Buyer may deduct amounts owed by the Vendor from any payments due.



14. Intellectual Property and Confidentiality

- All drawings, data, and specifications supplied by the Buyer remain the Buyer's property and must be returned upon request.
- The Vendor shall use such data solely for fulfilment of the Order and shall not disclose it without written permission.
- Goods designed to Buyer's specifications shall not be sold to third parties without the Buyer's written approval.

15. Indemnity and Insurance

The Vendor shall fully indemnify the Buyer for any:

- IP infringements, except where based on Buyer's designs.
- Injury or damage arising from execution of the contract.
- Failure to fulfil contractual obligations. The Vendor shall maintain appropriate insurance coverage until Goods are accepted.

Where labour is involved, the Vendor shall:

- Cover National Insurance and similar obligations.
- Insure against all liabilities relating to labour and indemnify the Buyer accordingly.

16. General

- If any clause is deemed void or unenforceable, the remainder shall remain valid.
- Any changes to the Order must be agreed in writing.
- The Vendor shall inform the Buyer immediately of any changes that affect delivery or performance.
- No third party shall have rights under the Contracts (Rights of Third Parties) Act 1999.
- The contract shall be governed by English law and subject to the exclusive jurisdiction of the English courts.



17. Notification of Nonconformance and Change

- The Vendor must immediately inform the Buyer of any nonconforming product or process.
- The Buyer, its customer, and relevant authorities shall be granted access to assess and take corrective action.
- For proprietary Vendor products or processes, the Vendor must notify the Buyer of changes, improvements, or obsolescence.
- Where subject to licensed or regulated specifications, such terms shall remain in force and the Vendor shall notify the Buyer of any external instructions that may impact compliance.



Appendix 1: Inspection Clauses

Clause Requirement Description

- 1 Release per VSEQP (0)400 with Eaton Aerospace Approval number
- 2 Release per BS EN ISO 9001:2000 approval
- 3 Release per D.Q.A. Board M.O.D. (PE) approval to Defence Standards 05-21, 05-24, 05-29
- 4 Release per Williams & Co Precision Ltd Approval with Certificate of Conformity
- 5 Chemical and Mechanical Analysis Certificates required
- 6 M.O.D. Contract QA activity may occur by M.O.D. Q.A.R.
- 7 M.O.D. (P.E. DEF, STAN 05 61 Para 3.9) compliance and Certificate of Conformity
- 8 Commercial only - requirements as specified on Order
- 9 Release in accordance with your approval
- 10 Release per GKN approval SQA01 with approval number
- 11 Release per Boeing approval D6-82479 and/or D1-4426
- 12 Release per Boeing/McDonnell Douglas approval
- 13 Release per Augusta Westland (Westland Helicopters) QRS01 with approval number
- 14 Release per GKN assembly approval (MASQA) with approval number
- 15 Release per GKN Transmissions approval (QRS01)
- 16 Order may be subject to Williams & Co or customer QA activity at Vendor's works
- 17 First Article Inspection Report (F.A.I.R) required
- 18 Retain documentation for 7 years or aircraft life; disposal by agreement only
- 19 Release per AUK/SA/001-1 approval with Airbus Approval number
- 20 All Products and Materials must comply with Conflict-Free Materials protocols
- 21 Acceptance of a Purchase Order signifies acceptance of these Terms & Conditions