



## HEATHROW PRECISION

### TERMS AND CONDITIONS OF PURCHASE AND INSTRUCTIONS TO SUPPLIERS

- 1. ACCEPTANCE.** These General Conditions shall form part of the Contract. They shall not be varied unless expressly agreed by both parties in writing. The attached acknowledgement of order must be completed and returned to us within 7 days of receipt by you. Heathrow Precision will be liable only for orders issued on its printed Purchase Order and duly signed on behalf of Heathrow Precision. Any Amendments to an order must be confirmed in writing by Heathrow Precision. Unless otherwise agreed in writing, Heathrow Precision shall be entitled to reject goods delivered in excess of quantities ordered and all charges in respect of the same will be the Suppliers responsibility.
- 2. PRICE.** The Price stated in the Purchase Order for the goods is a fixed price and shall not be varied for any reason unless expressly agreed in writing by Heathrow Precision.
- 3. DELIVERY AND PACKAGING.** All goods supplied against this Purchase Order must be adequately protected against damage and deterioration in transit and delivered, carriage paid or as notified in the Purchase Order. An Advice Note must accompany the goods quoting item number, quantity, description and purchase order number. The goods shall be at your risk until delivered in accordance with the Purchase Order.
- 4. QUALITY.** Suppliers shall guarantee their goods against defective material and workmanship, and if any defect is intimated by Heathrow Precision in writing within twelve calendar months after delivery, then the Supplier shall either replace such defective goods at Heathrow Precisions works, or at Heathrow Precisions option pay such sum as it would have cost to replace such defective goods by Heathrow Precision. Such replacement shall be without prejudice to the claim for damages resulting from such defective material. If, within twelve months of the goods being put in to full operational service or within eighteen months of delivery (whichever is the later) it is found that the goods supplied do not conform to specification of sample or if the quality of material and/or workmanship is not to Heathrow Precisions satisfaction or if the goods are not suitable for their purpose (which the Supplier deemed to know) Heathrow Precision has the right to reject the goods by giving notice to the Supplier. The goods will thereupon be returned to the Supplier. Goods are expected to be produced by suitable qualified people using materials specified by standards or our purchase order.  
Supplier performance will be assessed on the basis of quality of goods and services provided. Heathrow Precision will advise suppliers in the event of any shortfalls.
- 5. INSPECTION.** Heathrow Precision and the persons authorised by Heathrow Precision, before delivery, reserve the right to verify at source that purchased items conform to specified requirements, such inspection, test or identification shall not constitute acceptance by Heathrow Precision of the materials and goods in question. Heathrow Precision is under no obligation to test or inspect the goods before or after delivery. In the event of the goods found to be outside specification Heathrow Precision will introduce inspection procedures.  
The Supplier will be liable for all costs in respect of any operation to bring the goods within specification.
- 6. CANCELLATION.** Heathrow Precision reserves the right to cancel the whole or any part of the Purchase Order not in accordance with these instructions, not delivered to time specified, not in accordance with the specification, or not approved by Heathrow Precisions inspectors.
- 7. INDEMNITY.** The Supplier shall indemnify Heathrow Precision in respect of all claims or proceedings that may be brought against Heathrow Precision by any third party including but not being limited to Heathrow Precisions employees or the employees or any contractors employed by the Supplier or the personal representatives or dependants of such employees or other third parties in respect of personal injury, damage to property (including damage as a result of fire or explosion) or consequential loss or damage caused by or arising out of the execution of this Purchase Order or due to any defect in the material, design or workmanship of the goods unless such injury damage or loss is due to the negligence of Heathrow Precision or Heathrow Precisions employees.
- 8. PATENTS/COPYRIGHTS.** All tools, patterns, materials, drawings, specification and other data provided by Heathrow Precision in connection with this Purchase Order will remain at all times Heathrow Precisions property and are to be surrendered to Heathrow Precision on completion of the Purchase Order and are to be used by the Supplier solely for the purpose of completing the same, in addition any patents, copyrights or registered designs arising from the execution of this Purchase Order in accordance with the patterns, drawings, specifications or other data shall become Heathrow Precisions property. This Purchase Order and the matters thereof shall be treated as confidential between Heathrow Precision and the Supplier and shall not be disclosed to any third party or used for advertisement, display or publication without Heathrow Precisions prior consent in writing. The Supplier shall keep Heathrow Precision indemnified (except in respect of designs provided by Heathrow Precision) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringement of patents, registered designs, copyrights or trade marks in relation to this Purchase Order.
- 9. HEALTH & SAFETY AT WORK ACT: C.O.S.H.H.** The Supplier shall provide Heathrow Precision in writing in the prescribed manner with such information as is necessary relating to the use of any materials or substances hazardous to health and/or equipment supplied and/or used in its design, testing and use to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used.