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**KINGSBEECH LIMITED STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES**

Services to the Buyer;

**1.0 DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

**“Agreement”** means the contract between the Buyer and the Seller for the supply of Goods and/or Services in accordance with these Conditions together with the terms of any applicable Purchase Order;

**“Business Day”** means any day other than a Saturday, Sunday or bank holiday;

**“Buyer”** means Kingsbeech Limited, a company registered in England and Wales under registration number 2917460, whose registered office is at 5 Gosditch Street, Cirencester, Gloucestershire, GL7 2AG, United Kingdom;

**“Conditions”** these terms and conditions as amended from time to time in accordance with Clause 2.4;

**“Goods”** means the goods (including any instalment of the goods or any part of them) described in the Purchase Order;

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights of forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Losses”** means all liabilities, costs, expenses, damages and losses including (but not limited to) any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Buyer;

**“Parties”** means the Buyer and the Supplier;

**“Price”** means the price for the Goods and/or Services;

**“Purchase Order”** means the standard Buyer document which includes or is attached to a statement of work describing the goods and/or services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier;

**“Services”** means the services (or any part of them) set out in the Purchase Order;

**“Supplier”** means the person who supplies Goods and/or

**“Supplier Personnel”** means any person employed or engaged by the Supplier to provide the Services.

**“Specification”** means the description of or specification for the Goods and/or Services agreed in writing by the Buyer and the Supplier and includes any plans, drawings, data or other information relating to the Goods and/or Services;

1.2 In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and

(d) a reference to writing or written includes faxes and e-mails.

**2.0 GENERAL**

2.1 The Buyer hereby orders and the Supplier, by accepting the Purchase Order, agrees that it will supply the Goods upon and subject to these Conditions which shall govern the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any reference to the Supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods and/or Services to be supplied and no terms and conditions endorsed upon, delivered with or referred to thereto apply to the Agreement.

2.2 These Conditions shall apply to all contracts for the supply of Goods and/or Services by the Supplier pursuant to one or more Purchase Orders.

2.3 Where it is agreed that the Supplier shall supply Goods and/or Services, the Goods and/or Services to be supplied, the price payable and any other special terms agreed between the Parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Conditions.

2.4 Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Buyer.

2.5 The Supplier shall accept the Purchase Order and a binding contract for the supply of the Goods and/or Services subject to these Conditions shall exist upon the earlier of: –

2.5.1 The Supplier's acceptance of the Purchase Order, in writing or orally, subject to these Conditions; or

2.5.2 Delivery of the Goods

2.6 Any typographical clerical or other accidental error or omission in the Purchase Order, the Specification or in any instructions, tools or other materials supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.

### 3.0 SPECIFICATION

3.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification.

3.2 Any Specification in connection with the Agreement, together with all Intellectual Property Rights therein, shall be the exclusive property of the Buyer. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purposes of the Agreement.

3.3 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.4 The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Buyer to inspect or test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and to provide the Buyer with any facilities reasonably required by the Buyer for inspection or testing.

3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Agreement, and the Buyer so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

3.6 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

### 4.0 PRICE AND PAYMENT

4.1 The Price and any taxes and expenses payable by the Buyer in respect of the Goods and/or Services, shall be as specified in the Purchase Order and unless otherwise so stated be:

4.1.1 Exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT Invoice); and

4.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts or levies other than value added tax.

4.2 An invoice shall be produced by the Supplier to the Buyer in accordance with the terms set out in the Purchase Order. The Buyer shall pay for the Goods and/or Services at the end of the month following the month in which the

Goods and/or Services are supplied or in which the invoice is received, whichever is the later. In no circumstances shall the time for payment be of the essence of the Agreement.

4.3 The Buyer shall not be liable for any expenses, charges or prices other than those set out in the Purchase Order.

4.4 If the Parties agree that the Supplier is to provide Goods and/or Services in addition to those specified in a Purchase Order, then such agreement will be set out in a further Purchase Order, which will be deemed incorporated into the Agreement.

4.5 Once a Purchase Order has been agreed by the Buyer the Price shall be fixed. No increase in the Price may be made (whether on account of increased materials, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

4.6 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Supplier.

### 5.0 WARRANTY

5.1 The Supplier warrants and guarantees that, as at the date of the Agreement and for a period of 12 months thereafter, all Goods supplied under the Agreement shall be free from any defects, patent or latent, in materials and workmanship, conform the Specifications and, to the extent that detailed designs were not provided to the Buyer, will be free from design defects and in every respect for the purposes intended by the Buyer, as to which the Supplier hereby acknowledges that it has had due notice. The approval by the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this Clause 5.1.

5.2 Where there is a breach of the warranty contained in Clause 5.1 by the Supplier, the Buyer, may without thereby waiving any rights or remedies it may have, require the Supplier to repair or replace the defective Goods at the Supplier's risk and expense or repay the Price or part of the Price relating to the defective Goods to the Buyer.

5.3 Goods repaired or replaced shall be subject to these Conditions in the same manner as those originally delivered under the Agreement. If the Supplier refuses or fails promptly to repair or replace Goods when requested to do so under Clause 5.2, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any Goods itself and the Supplier agrees to reimburse the Buyer for any costs or expenses incurred as a result.

### 6.0 DELIVERY

6.1 Delivery of the Goods shall be made to such location as the Buyer shall direct. Carriage shall be paid for by the Supplier. Any time agreed between the Parties for such delivery shall be of the essence of the Agreement and the Buyer shall be entitled to cancel, with immediate effect by giving notice to the Supplier, the whole or any part of this Agreement if this Clause 6.1 is not complied with by the Supplier.

6.2 Where the Buyer cancels the whole or part of the Agreement in accordance with Clause 6.1:

6.2.1 all sums payable by the Buyer in relation to the Agreement or that part of the Agreement cancelled shall cease to become payable;

6.2.2 all sums paid by the Buyer in relation to the Agreement or that part of the Agreement cancelled shall be repaid by the Supplier immediately; and

6.2.3 The Supplier shall indemnify and keep the Buyer indemnified against any Losses caused as a result of or in connection with the Supplier's failure to deliver the Goods in accordance with the Agreement and/or as a result of the cancellation of the whole or part of the Agreement.

6.3 A packing note clearly quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods.

6.4 If the Goods are to be delivered by installments, the Agreement will be treated as a single contract and not severable.

6.5 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Agreement, and shall not be deemed to have accepted any Goods until the Buyer has had a time to inspect them following delivery pursuant to Clause 6.9.

6.6 The Supplier shall supply the Buyer in good time with any instructions or other information to enable the Buyer to accept delivery of the Goods.

6.7 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

6.8 If the Goods are not delivered on the due date then, without prejudice to any other right or remedy the Buyer may have, the Buyer shall be entitled to deduct from the Price or (if the Buyer has agreed to pay any part of the Price in advance of delivery) to claim from the Supplier by way of liquidated damages for delay 1 per cent of the Price for every week's delay, up to a maximum of 10 per cent of the Price.

6.9 The Buyer shall not be deemed to have accepted the Goods until it has had 30 days to inspect them following delivery or collection as the case may be. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 21 days after any latent defect in the Goods has become apparent.

## **7.0 TITLE**

In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under the Agreement, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.

7.1 Title in the Goods will pass to the Buyer when the Goods are unconditionally appropriated (by either Party or by or with the consent of either Party) to the Agreement, or on delivery to the Buyer of the Goods in accordance with, but subject to, the Supplier's obligations under the Agreement,

whichever happens first.

## **8.0 RISK**

The Goods will be and shall remain at the Supplier's risk until such time as they are delivered to the Buyer (or at its direction), and are found to be in accordance with the requirements of the Agreement. It shall be the duty of the Supplier at all times to maintain a contract of insurance in respect of loss of or damage to the Goods and, on request from the Buyer, to assign to the Buyer the benefit of such insurance.

## **9.0 INSPECTION OF GOODS**

9.1 The Buyer shall inspect the Goods upon delivery.

9.2 Where Goods are damaged the Buyer shall notify the Supplier. The Buyer may reject the damaged Goods and the following provisions shall apply:

9.2.1 the Supplier shall collect the damaged Goods from the Buyer at the Supplier's risk and expense;

9.2.2 during the period between delivery of the Goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the damaged Goods;

9.2.3 all sums payable by the Buyer in relation to the damaged Goods shall cease to become payable;

9.2.4 all sums paid by the Buyer in relation to the damaged Goods shall be repaid by the Supplier immediately; and

9.2.5 the Buyer shall be entitled to claim damages from the Supplier for any loss caused to the Buyer as a result of the Goods being damaged.

9.3 Where there are shortages in the quantities of Goods ordered the Buyer shall notify the Supplier and the following provisions shall apply:

9.3.1 all sums payable by the Buyer in relation to the missing Goods shall cease to become payable;

9.3.2 all sums paid by the Buyer in relation to the missing Goods shall be repaid by the Supplier immediately; and

9.3.3 the Supplier shall indemnify and keep the Buyer indemnified against any Loss as a result or in connection with the shortages.

9.4 If the Buyer so requests, the Supplier shall immediately replace damaged Goods or supply Goods which are missing at the Supplier's expense or the Buyer shall be entitled to cancel, with immediate effect by giving notice to the Supplier, the whole or any unexecuted part of the Agreement and the rights referred to in Clause 6.2 shall apply.

9.5 Where there is an excess in the quantity of Goods ordered the Buyer may reject the excess Goods by giving notice to the Supplier and the following provisions shall apply:

9.5.1 the Supplier shall collect the excess Goods from the Buyer at the Supplier's risk and expense;



9.5.2 during the period between delivery of the Goods and collection by the Supplier, the Buyer shall not be liable for any loss or damage caused to the excess Goods; and

9.5.3 no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Buyer immediately.

9.6 The Buyer may accept the excess Goods by giving notice to the Supplier of such acceptance and the price of the excess Goods shall be payable by the Buyer.

9.7 The Supplier shall repair or replace free of charge, goods damaged or lost in transit upon receiving notice to that effect from the Buyer.

9.8 The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quantity of Goods received or that the Goods are in a good condition or of the correct quality or otherwise comply with the terms of the Agreement.

9.9 All Goods with an expiry or use by date must be supplied to ensure that AT LEAST 80% of their shelf life remains from the date that the Goods are delivered to the Buyer in accordance with the Agreement.

## **10.0 FURTHER OBLIGATIONS OF THE SUPPLIER**

10.1 The Supplier warrants, represents and undertakes that:

10.1.1 all Services shall be performed with all due skill and care, in a good and workmanlike manner and otherwise in accordance with best practice within its industry, profession or trade ("Best Industry Practice");

10.1.2 the Supplier Personnel will possess the qualifications, professional competence and experience necessary to perform the Services in accordance with Best Industry Practice;

10.1.3 the Services will conform with the Specification, and shall be fit for the purpose intended by the Buyer

10.1.4 the Goods and/or Services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties;

10.1.5 it has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the performance of the Services, any necessary licenses, consents and permits required of it for the performance of the Services; and

10.1.6 it shall, and it shall procure that the Supplier Personnel shall, comply with all applicable laws and regulations in relation to the supply of the Goods and Services.

10.2 The Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the Services as may be requested by the Buyer from time to time.

10.3 Without prejudice to its obligations under Clause 7, the Supplier shall be responsible for maintaining in force such insurance policies to cover the liability that may arise under or in connection with the Agreement as may be appropriate or as the Buyer may require from time to time and shall, at the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10.4 The Supplier shall procure that the Supplier Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified the Buyer from all Losses arising from any loss, damage or injury caused to the Buyer or any third party by the Supplier Personnel.

## **11.0 STATUS AND LIABILITIES**

11.1 The Supplier Personnel shall at no time be deemed to be employed or otherwise engaged by the Buyer.

11.2 The Supplier shall be responsible for paying the Supplier Personnel and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the services and the Supplier shall indemnify and keep the Buyer indemnified against any Losses as a result of or in connection with any claims that may be made by the relevant authorities against the Buyer in respect any such tax or contributions.

## **12.0 TERMINATION**

12.1 Without limiting its other rights or remedies, the Buyer may terminate the Agreement for any reason by giving 15 days' prior notice to the Supplier.

12.2 Without limiting its other rights or remedies, the Buyer may terminate the Agreement with immediate effect by giving notice to the Supplier if:

12.2.1 the Supplier or the Supplier Personnel commit any material or persistent breach of the Agreement;

12.2.2 the Supplier fails to or refuses after written warning to procure that the Supplier Personnel provide the Services in accordance with the Agreement;

12.2.3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

12.2.4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or agreement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

12.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier; or

12.2.5 the Supplier (being an individual) is the subject of a bankruptcy petition or order;

12.2.6 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

12.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);

12.2.8 the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

12.2.10 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

12.2.11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 11.2.3 to Clause 11.2.10 (inclusive); or

12.2.12 the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or

12.2.13 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.3 Termination of the Agreement, howsoever arising, shall not affect either the party's rights or remedies that have accrued as at termination.

12.4 Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

### **13.0 INDEMNITY**

13.1 The Supplier shall indemnify and keep the Buyer indemnified against all Losses as a result of in connection with:

13.1.1 the Supplier's breach of any of its obligations under the Agreement;

13.1.2 any claim made against the Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier or the Supplier Personnel;

13.1.3 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier or the Supplier Personnel; and

13.1.4 any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier.

13.2 This Clause 13 shall survive termination of the Agreement.

### **14.0 INTELLECTUAL PROPERTY RIGHTS**

14.1 The Supplier assigns to the Buyer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the products of the Services.

14.2 The Supplier shall obtain waivers of all moral rights in the products of the Services arising from the performance of the obligations of the Supplier under the Agreement to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

14.3 The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with Clause 14.1.

### **15.0 FORCE MAJEURE**

The Buyer shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood or industrial disputes, and the Buyer shall be entitled to a reasonable extension of its obligations.

### **16.0 NO PARTNERSHIP OR AGENCY**

Nothing in the Agreement is intended to, nor shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party as the agent of the other for any purpose.

### **17.0 ASSIGNMENT**

The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any its rights or obligations under the Agreement without the prior written consent of the Buyer.

### **18.0 SEVERANCE**

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

#### 19.0 WAIVER

A waiver by the Buyer of any right or remedy under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Buyer to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 20.0 NOTICES

20.1 Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (if any other case) or such other address as that party may have specified to the other party in writing in accordance with this Clause 20.1, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 20.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting, if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

20.3 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 21.0 THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights to enforce its terms.

#### 22.0 ENTIRE AGREEMENT

The Agreement contains the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

#### 23.0 GOVERNING LAW AND JURISDICTION

23.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

#### 24.0 END USER (THIRD PARTY) TERMS AND CONDITIONS

In some instances, the Buyer will wish to incorporate additional terms and conditions of business of an end user, and when this occurs such terms and conditions will also form part of the Agreement. Please ask for clarification if you as a supplier are unclear with regard to any aspect of this Clause 24. In some instances the end user may have been quoted by the Supplier direct, and in these circumstances the end user's terms and conditions, as stated at the RFQ stage, will apply.

#### 25.0 Quality Assurance AS9120

Manufacturers' Certificates of Conformity – All deliveries require the original manufacturer's certificates of conformity. As a minimum this will include the manufacturer's name, item's part number(s), batch or date code(s), advice note number(s) and distributor purchase order number.

Suppliers Certificates of Conformity – All deliveries require the Supplier's certificates of conformity signed by an authorised release signatory, supported with traceability back to the source of manufacture. As a minimum this will include manufacturer's name, item's part number(s), batch or date code(s), advice note number(s) and distributor purchase order number.

25.1 If there is any change in product definition, then the Supplier must advise the Buyer before shipping the Goods.

25.2 Right of access shall be granted at all reasonable times by the Supplier to the Buyer or the Buyer's customer or any regulatory authority involved in the Purchase Order to all applicable records.

25.3 The Supplier shall advise the Buyer of any Goods which do not conform to the Specification. Where the Buyer's agreement to such non-conformity is required, the Buyer must be given notice and production of the Goods should not proceed until the Buyer's agreement is confirmed by means of an amended Purchase Order.

25.4 All records shall remain legible, readily identifiable and retained for a minimum of seven years and shall include but not be limited to receiving/receiving inspection referred to in Clause 25.2, first article inspections, in-process and final inspections, traceability and serialization, calibrations, completed manufacturing plans, actual material test reports, process certifications, actual test data of qualification, functional, interchangeability and acceptance tests performed and any other applicable inspection documents.



## AS9120 Standard Specific Quality Terms and Conditions

8.4.3a Unless otherwise stated on the purchase order the requirements for approval of product, procedures, processes and name or other positive identification of specifications, drawings, process requirements, inspection instructions and other relevant technical data as applicable shall be specified on the purchase order. Where the technical data is specified on a Kingsbeece Ltd.'s or Kingsbeece Ltd.'s customer drawing (Component definition, Condition of supply, etc.) the purchase order will normally state the drawing identification only, the supplier is responsible to comply with all the applicable technical data listed on the drawing, unless otherwise stated on the purchase order the supplier is required to obtain and work to the latest issue of all applicable technical data.

8.4.3b Unless otherwise stated on the purchase order the requirements for approval of product and service release shall be in accordance with the supplier internal requirements and Kingsbeece Ltd.'s customer requirements where applicable.

8.4.3c Unless otherwise stated on the purchase order the requirements for qualification of personnel shall be in accordance with the Suppliers internal requirements\* and Kingsbeece Ltd.'s customer requirements\*\* where applicable.

8.4.3d Unless otherwise stated on the purchase order, all interactions stemming from the supplier to Kingsbeece Ltd are to be completed in accordance with supplier internal requirements and Kingsbeece Ltd.'s customer requirements where applicable.

8.4.3e While Kingsbeece Ltd will carefully monitor the supplier and record its performance, the supplier is expected to perform monitoring on key processes and procedures at numerous intervals.

8.4.3f Unless otherwise stated on the purchase order the supplier shall allow right of access by Kingsbeece Ltd.'s, Kingsbeece Ltd.'s customer, and regulatory authorities to all facilities involved in the order and to all applicable records. The supplier will also allow the verification and validation of activities by the aforementioned parties at the supplier's premises where and when necessary.

8.4.3g Unless otherwise stated on the purchase order the supplier shall perform testing, inspection and verification in line with internal operating procedures and Kingsbeece Ltd.'s customer requirements.

8.4.3h Unless otherwise stated on the purchase order the supplier shall perform statistical techniques for product acceptance in accordance with internal company procedures and Kingsbeece Ltd.'s customer requirements.

8.4.3i Unless otherwise stated on the purchase order the quality management system requirements shall be in accordance with ISO9001, AS9100, AS9110 or AS9120 as applicable. In addition, the quality management system requirements shall be in accordance with Kingsbeece Ltd.'s customer requirements\*\* where applicable.

8.4.3i\* Unless otherwise stated on the purchase order the requirements for notification of nonconforming product shall be in accordance with the Suppliers internal requirements\* and Kingsbeece Ltd.'s customer requirements\*\* where applicable and the following: Nonconforming product already shipped – The supplier must notify Kingsbeece Ltd.'s promptly of nonconforming product or processes discovered that may affect the product already delivered. Notification may be by any documented means (email, fax, etc.) giving the details of all product affected. Non-conformance contained at the supplier – Unless the supplier can rework the product to drawing requirements, the supplier must notify Kingsbeece Ltd.'s promptly of nonconforming product or nonconforming processes discovered that affect the product. Notification may be by any documented means (email, fax, etc.) giving the details of all product affected. The supplier shall obtain Kingsbeece Ltd.'s documented approval for any nonconforming product / material that cannot be fully reworked to conform to drawing / specification requirements.

8.4.3i\*\* Unless otherwise stated on the purchase order the supplier can use external providers and special process sources as authorised by their internal quality management system. The supplier must also ensure suitable measures and procedures are in place to prevent the use of suspected unapproved, unapproved and counterfeit parts.

8.4.3i\*\*\* Unless otherwise stated on the purchase order the supplier shall notify Kingsbeece Ltd.'s by any documented means prior to making any changes to product and / or process definition. The supplier shall also obtain Kingsbeece Ltd.'s or Kingsbeece Ltd.'s customer\*\* approval prior to implementing any changes as applicable.

8.4.3i\*\*\*\* Unless otherwise stated on the purchase order the supplier shall flow down to all sub tier suppliers the applicable requirements in the purchase order, including key characteristics where required.

8.4.3i\*\*\*\*\* Unless otherwise stated on the purchase order the requirements for test specimens (e.g., production method, number, storage conditions) for inspection, investigation or auditing shall be in accordance with the Suppliers internal requirements\* and Kingsbeece Ltd.'s customer requirements\*\* where applicable.

8.4.3i\*\*\*\*\* Unless otherwise stated on the purchase order the supplier shall retain records in accordance with the Suppliers internal requirements\* and Kingsbeece Ltd.'s customer requirements\*\* where applicable. Where there is no Kingsbeece Ltd.'s customer specified on the purchase order the minimum retention period for records shall be ten (10) years.

8.4.3k The supplier is fully responsible for ensuring that all persons involved with the processing and fulfilment of Kingsbeece's order are of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behaviour.

\* The supplier's internal requirements shall be conforming to ISO9001, AS9100, AS9110 or AS9120 as applicable.

\*\* The Kingsbeece Ltd.'s customer requirements document(s) will be shown on the purchase order where applicable.