

	TERMS & CONDITIONS OF PURCHASE			
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- 1) **Conformity with order**
All goods shall be supplied, and/or work carried out, in strict accordance with the Buyer's specifications and/or drawings, and any goods which do not conform shall be rejected, without cost to the Buyer
- 2) **Rejected Material**
 - All rejected materials shall be debited to the Supplier's account and must be recharged when replaced
 - Rejected material will be returned, carriage chargeable to the Supplier, unless collected by the Supplier's transport within 5 (five) working days after notification by the Buyer
- 3) **Price**
Unless specifically agreed otherwise in writing by the Buyer, all prices shall include packing, be fixed firm, and not be subject to any form of surcharge or variation
- 4) **Delivery/Inspection/Passing of title**
 - All goods must be delivered carriage paid in accordance with the Buyer's instructions
 - The property and risk in the goods shall pass to the Buyer when such goods have been safely offloaded at the destination specified by the Buyer
 - The representatives of the Buyer, their customers and regulatory bodies, shall have the right to visit the Supplier's premises at all reasonable times to inspect the goods and the quality controls being applied to them, and to check their progress at any stage in the supply chain, during supply or post delivery. But such inspection shall not constitute acceptance.
- 5) **Supplier Requirements**
Suppliers shall;
 - Notify Marilake of any nonconforming product
 - Obtain Marilake approval for nonconforming product disposition.
 - Notify Marilake of any changes in product and / or process, suppliers, facility or organisation approval.
 - Flow down to the supply chain any applicable requirements to this Purchase Order.
- 6) **Copyright and Confidentiality**
The copyright in and title to all documents supplied by the Buyer to the Supplier for the purposes of this order shall, at all times, remain the Buyers and in no circumstances shall either such documents, or their contents, be used or disclosed for any purpose other than that for which they were supplied
- 7) **Subcontracting**
Neither this order, nor any part thereof, may be assigned or subcontracted without the written consent of the Buyer
- 8) **Health & Safety**
The supplier shall furnish the Buyer, if applicable, with all relevant Product Safety Data Sheets, and/or COSHH Data Sheets, when delivering the goods
- 9) **Warranty**
 - The goods shall conform in every respect to the order, be fit for the purpose for which they are intended, and be of merchantable quality and free from defects in design, workmanship or material
 - Any performance characteristics specified by the supplier, in any tender and/or literature prepared by the supplier, shall be incorporated as a term of the contract
- 10) **Guarantee**
Without prejudice to any other rights and remedies the Buyer may have under the terms of this order, the supplier will remedy at its own cost any defects in design, materials or workmanship which become apparent within 12 months from the date of acceptance of the goods by the Buyer
- 11) **Cancellation**
 - The Buyer reserves the right to cancel this order, in whole or part, at any time by the Buyer giving the Supplier notice in writing, whereupon all work shall be discontinued
 - In such event, the Buyer will reimburse the Supplier the cost of the work already completed by them under the terms of the order, and necessary materials acquired by the Supplier irrevocably appropriate to this order
- 12) **Retention of Records**
Records are to be retained by the supplier for a minimum of 7 years
- 13) **Ethical Behaviour**
Marilake Aero Systems strives to provide an ethical product to all its customers and as such has the expectation that all Suppliers & Subcontractors shall operate within the same code of ethical behaviour boundaries as detailed on our website <http://www.marilake.co.uk/about-us/code-of-ethics/> and shall ensure that persons doing work under the Suppliers or Subcontractors control are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behaviour.

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14) Counterfeit Parts Prevention

Suppliers and Sub Contractors shall have a documented counterfeit parts prevention control plan detailing the control processes taking into account:

- Controls to source product from original or authorised manufacturers or distributors.
- Assuring trace of parts to original supplier.
- Suitable methods for detection of counterfeit parts.
- Adequate quarantine & reporting of detected suspect counterfeit parts.
- Training of appropriate staff in counterfeit parts awareness & prevention.

15) Quality Assurance Conditions

Code A	<p><u>New components ordered from OEMs</u> shall be supplied with :</p> <ul style="list-style-type: none"> • An EASA Form One from European sources, or • An FAA Form 8130-3 from USA sources, unless they are Standard Parts.
Code B	<p><u>New components ordered from EASA / FAA approved distributors</u> shall be supplied with :</p> <ul style="list-style-type: none"> • An EASA Form One from European sources, or • An FAA Form 8130-3 from USA sources or, • Distributor's Certificate of Conformity, referencing the OEMs incoming Form One/8130-3 tracking number per line item, unless they are Standard Parts.
Code C	<p><u>Standard Parts</u> shall be supplied with: Certificate of Conformity, endorsed with the words "These are Standard Parts", against the relevant line items. Standard Parts have all design, manufacturing, inspection data and marking requirements necessary to demonstrate conformance of that part in the public domain and published as part of a national or international specification.</p>
Code D	<p><u>Used, overhauled, repaired and/or modified components</u> shall be supplied with :</p> <ul style="list-style-type: none"> • An EASA Form One from European sources, or • Dual release required i.e. An FAA Form 8130-3 with EASA Part 145 release statement from USA sources.
Code E	<p><u>Parts made/supplied to Marilake Aero Systems drawings</u> shall be supplied with: Certificate of Conformity, and to the requirements contained on Form M1000, which shall be supplied with each subcontract order.</p>
Code F	<p><u>All indirect/consumable items</u> shall be supplied with: A minimum of a Delivery Note and/or Packing Note.</p>
Code G	<p><u>Calibration items</u> shall be supplied with Calibration sheets traceable to National Standards and Certificate of Conformity, including "compliance with specification" statement (or otherwise).</p>
Code H	<p><u>Total work sub-contracted items</u> shall be supplied with: Dual Release i.e. FAA Form 8130-3/EASA Form One with reciprocal statement signed off.</p>

Any deviation from the requested certification must be agreed with Marilake in writing in advance.

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