

## UTP UTP Purchasing Terms and Conditions iss 2.doc

Terms and conditions detailed form part of all UTP purchase orders and service orders  
Acceptance of a purchase/service order implies acceptance of these terms and conditions

### 1. Definitions

"Contract" shall mean any contract resulting from this order

"Order" shall mean this purchase order

"Buyer" shall mean UTP

"Seller" and/or "Supplier" shall mean the person on whom this order is placed

"Goods" shall mean the supplies to be delivered under the contract and shall be deemed to include any service(s)

### 2. Acceptance

This purchase order constitutes buyer's offer to seller, and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyers written approval.

### 3. Revisions

No revision of this order of any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer's purchasing department.

### 4. Delivery

4.1 Delivery shall be strictly in accordance with the delivery schedule set out in this order. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

4.2 The supplier shall complete and deliver the goods at the time or times specified in the order and in this respect, time shall be of the essence.

4.3 The buyer may at any time or times by notice in writing to the seller postpone the date(s) of delivery of any goods without thereby incurring any liability and the seller shall deliver such goods on the revised date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

### 5. Deliveries Made

5.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.

5.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the seller shall do so:

a) the buyer shall be entitled to charge storage to the supplier and

b) the date for payment shall be calculated according to the due delivery date

### 6. Termination

Failure to comply with the specification, terms and conditions of this order, or to deliver material in accordance with seller's promise shall be grounds for cancellation without penalty to buyer.

### 7. Acceptance and Rejection

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to seller at seller's risk and expense, and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.

**7.1 Certificate of Conformance (Required for Goods Intended for Aircraft Applications and for Goods where Required on the Relevant Drawing or Order)**

The certificate of conformance is a quality record that shall include the UTP part number, purchase order number, quantity shipped, date shipped, manufacturer's part number, and details of certified quality system as stated within the order. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to UTP

**7.2 First Article Inspection**

UTP requires all first deliveries of parts to include a full first article inspection report be filled out by the manufacturer. The sample, on which the FAI was performed shall be clearly marked, both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then a FAI must be submitted for the change/update only.

The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e., paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced and their acceptance confirmed.

Any discrepancies detected by the manufacturer during the FAI shall be notified to UTP and a deviation should be sought in advance of any parts being shipped to UTP. Under no circumstances shall a nonconforming part be sent to UTP without UTP approved deviation. Failure to comply with the above requirements will result in UTP rejecting the product.

**7.3 Record Retention**

In addition to contractual requirements the supplier shall retain verifiable objective evidence of inspection and tests performed. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be a minimum of 10 Years.

**7.4 Notification of Non-Conforming Product and Process Change**

The supplier to notify the organization of changes in product and/or process definition and, where required, obtain organization approval

**7.5 Right of Access by UTP, Their Customer and Regulatory Authorities**

In accordance with contractual agreements, right of access by UTP, their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records,

**7.6 Key Characteristics**

Where Identified within the specification, drawing and/or purchase order the supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

**7.7 Management of Rejected Parts.**

On notification of rejected goods by means of a reject note and returned goods the buyer requires the seller to credit the full cost of processes carried out on the rejected parts or the full material cost where applicable and respond to the reject with corrective and correction actions within 48 hours of receipt or within the timescales noted on the reject note.

***Addendum added to the above to meet AS9100 (Rev D) aerospace requirements and standards, all UTP providers and suppliers must recognize and accept the following requirements and conditions. UTP approved suppliers accept these requirements and conditions with acceptance of UTP purchase agreement.***

- *Implement a Quality Management System [QMS];*
- *Use customer-designated or approved external providers, including process sources (e.g., special processes);*
- *Notify the organisation [UTP] of non-conforming processes, products, or services and obtain approval for their disposition;*
- *Ensure appropriate and relevant competency of personnel used in the supply of goods, products and services;*

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- *Prevent the use of counterfeit parts by demonstrating one or more of the following [as applicable to the product/service being supplied]:*
  - i. adequate training of appropriate personnel in the awareness and prevention of counterfeit parts;*
  - ii. robust controls for acquiring externally provided product from original manufacturers, authorised distributors or other approved sources;*
  - iii. control requirements for assuring traceability of parts and components to their original authorised manufacturers;*
  - iv. verification and test methodologies to detect counterfeit parts;*
  - v. monitoring of counterfeit parts reporting from external sources;*
  - vi. quarantine and reporting of suspect or detected counterfeit parts.*
- *Notify ourselves of changes to processes, products, or services, including changes of your external providers or location of manufacture, and obtain the organisation's approval;*
- *Documented information shall be held for a minimum period of 15 years unless otherwise stated within the Purchase Order, after such time records may be disposed of in accordance with your own planned arrangements;*
- *Ensure that personnel are aware of:*
  - a. their contribution to product or service conformity;*
  - b. their contribution to product safety;*
  - c. the importance of ethical behaviour.*
- *Apply appropriate controls to direct and sub-tier external providers to ensure that full requirements of the Purchase Order are met;*
- *The right of access by the organisation, their customer and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.*