

## VTUK-057 Purchasing Terms and Conditions

Terms and conditions detailed form part of all Ventec International Group UK. 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 Ventec International Group UK.

"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. **Packaging and Preservation:** It is vital that all parts should be preserved appropriately to prevent handling damage, facility storage and prevent corrosion during manufacture and shipment. Packing should be appropriate to the parts supplied to prevent damage or as specified by Ventec International Group UK.
- 4.3 The AS9100 standard requires that all applicable customer/regulatory/AS9100 requirements for the supplier to flow-down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, Ventec International Group UK does not allow its aerospace suppliers to subcontract any product or process to a sub-tier supplier without Ventec International Group UK expressed written consent.
- 4.4 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

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### 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 Ventec International Group UK 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 Ventec International Group UK

#### 7.2 First Article Inspection

Ventec International Group UK 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 an 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 Ventec International Group UK and a deviation should be sought in advance of any parts being shipped to Ventec International Group UK. Under no circumstances shall a nonconforming part be sent to Ventec International Group UK without Ventec International Group UK approved deviation. Failure to comply with the above requirements will result in Ventec International Group UK 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 to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval

Notify the organization of nonconforming processes, products or services and obtain approval for their disposition.

#### 7.5 Right of Access by Ventec International Group UK, Their Customer and Regulatory Authorities

In accordance with contractual agreements, right of access by Ventec International Group UK, 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 Counterfeit Parts Prevention

To prevent the purchase of counterfeit or suspect/unapproved products Ventec International Group UK will only purchase from approved suppliers as listed on the Approved Supplier Register.

Our suppliers are required to purchase from OM (Original Manufacturers), or authorised distributors as the sole and exclusive sources for all materials supplied to Ventec International Group UK. Suppliers shall provide a Certificate of Conformance and other supporting documentation from its suppliers as is appropriate.

Suppliers are responsible for implementing and enforcing a Counterfeit Parts Prevention strategy to preclude, detect, and remove any counterfeit parts from deliveries to Ventec International Group UK and prevent them from re-entering the supply chain.

### 7.8 Flow Down of Requirements

Ventec International Group UK requires its suppliers to flow down Counterfeit Detection avoidance Requirements and risk assessments to all its sub-tier suppliers.

Ventec International Group UK requires its suppliers to flow down awareness of:

- Contribution to product conformity.
- Contribution to product safety.
- Importance of ethical behaviour.