

1. Orders

The acceptance of this order includes the acceptance of these conditions of purchase which shall not be deemed to have been varied unless our written confirmation of such variation is obtained.

2. Invoices price and payment

Prices shown on this order are fixed and firm for the contract duration unless specified therein and no invoices will be accepted, or payments made in excess of these prices without prior agreement and issue of our official amendment. All prices exclude VAT, priced invoices will not be passed for payment unless our order no and advice note no are shown and the relevant release documentation have been received.

3. Delivery

Full compliance with this order will not be deemed to have been achieved until the exact quantity(ies) specified or subsequently amended in writing have been delivered or completed and accepted.

4. Risk and title

Risk and title to the goods including any software shall pass to us on delivery to the point stipulated on this order. Where software is supplied under licence we shall, unless otherwise agreed, have the irrevocable and unrestricted right to use, copy, modify or merge it for any purpose.

5. Default

We reserve the right to reject at seller's expense goods which do not meet the precise requirement of this order, including the identification of relevant technical data (e.g. specifications, drawings, process requirements, work instructions.) or which are defective by reason of inadequate design, materials or workmanship. Rejected goods or services shall be deemed not to have been delivered or performed.

6. Warranty

(a) The seller will make good by repair or replacement all goods in which defect appear under proper use within twelve calendar months after delivery and arise from inadequate design (other than a design specified by us for which seller has disclaimed responsibility in writing) materials or workmanship. Any cost of returning defective goods to seller's premises and of delivering the repaired or replacement goods shall be borne by the seller. The warranty period shall be suspended on notification of a defect and shall re-commence only when the necessary repaired or replacement goods are delivered. The acceptance of a finite warranty shall not derogate from other rights or remedies available to us at law. (b) The warrant period for consumables and shelf life items will be deemed to be as stated in Clause 6 (a) unless specific alternative conditions are made known to us in writing at the time of quotation.

7. Changes

We reserve the right at no extra cost to re-schedule goods for delivery later than the date(s) stated on this order should the seller fail to deliver within 10 days of any date so stated.

8. Termination

Time is of the essence, we reserve the right to cancel this order without liability and/or to recover damages from seller if delivery is late (unless seller can show to our reasonable satisfaction that the delay was caused by circumstances beyond his control which could not have been foreseen or if seller is otherwise in breach of any of these conditions of purchase, or if seller has a receiver appointed or passes into liquidation (otherwise than for purposes of reconstruction or amalgamation)

9. Without prejudice to our rights under condition 8, we reserve the right to cancel this order in whole or in part at any time by giving written notice, provided that in the event of cancellation under this condition 9 the seller: (a) shall claim to our satisfaction not later than 2 months from the date of cancellation the amount or amounts to be paid to the seller by reason of the total or partial cancellation of work pursuant to this clause, which amount or amounts shall not exceed the total contract price as reduced by the amount of payments otherwise made and further reduced by the contract price of work not cancelled. (b) Any claim by the seller not made and notified as aforesaid shall be deemed to be waived and absolutely barred. (c) Reimbursement in respect of loss of profit and any consequential or indirect costs, losses or damage is hereby excluded.

10. Exclusion

Any conditions introduced by seller (insofar as they differ from these conditions shall be ignored and the order shall be deemed to have been placed without them until written agreement has been given by us modifying the conditions. The return of seller standard order acknowledgment form does not constitute a written agreement to the modification of these conditions by us .

11. Insurance

Where the seller is required to carry out work of any kind on our premises or on such premises as the order so directs, the seller shall effect legal liability insurance of not less than £5,000,000 per event. The seller shall be responsible for all loss of or damage to our property in seller's possession or control.

12. Indemnity

The seller agrees to indemnify us against any and all claims, costs, damages, liabilities and expenses in respect of personal injury, death or loss of or damage to property and pecuniary loss including all legal costs and penalties caused by or resulting from the acts or omissions of the seller, his sub-contractors, agents or suppliers in the performance of the order.

13. Secrecy of Information

All drawings and specifications supplied by us in connection with this order must be returned to us on completion thereof. All information supplied to the seller in connection with this order is confidential and is not to be disclosed or used by seller otherwise than for the purpose of this order, provided that this provision shall not apply to information which is freely available to the public or which is or becomes available to seller from a source other than Barnbrook Systems Limited.

14. Patents

Seller will hereby indemnify us against all claims (including the cost thereof or resulting there from) by actual or purported owners and licensees of patents and registered designs published at the date of this order for infringement thereof by use, sale, leasing or other disposal of the goods, provided that this indemnity shall not extend to infringements resulting from use of our parts, designs or instructions of from combination with other items where infringement would not have otherwise occurred.

15 Packing

Reasonable care will be exercised in returning empty packing cases, pallets, drums etc., but no packing or package charges will be accepted. Any returnable packing requirements must be notified separately in respect of each consignment. Advice notes and release notes must accompany goods delivered.

16. Rights and Copyright

Insofar as the subject of this order is the supply to us of documentation (including but not limited to drawings) the copyright therein shall belong to us. Seller will hereby warrant that he has the right to grant such copyright to us and will indemnify us against all claims (including the costs thereof or resulting there from) by parties who may represent that they own such copyright. Where the performance of this order involves design work, the rights in the resultant design(s) (whether registered or not) shall belong to us.

17. Law

This order and the resultant contract shall be governed by English law. Seller will at all times comply with all legislation and regulations (including but not limited to the Factories Act 1961 and Health and Safety at work etc., Act 1974 relevant to the goods and/or services covered by this order and hereby indemnify us against any liability, costs, losses and expenses we may sustain if the seller fails to do so.

18 Quality Assurance

All goods provided by the supplier are subject to the inspection and control procedure of Barnbrook Systems Ltd Quality Control. Suppliers shall hold valid ISO9001 accreditation or equivalent to meet Barnbrook requirements.

19 Non conforming Material

Details or Assemblies manufactured to Seller's drawings and specifications require Buyer's written approval for any variations. Any variation(s) shall be informed to the Buyer immediately.

20 Control of Records and Documents

Records established to provide evidence of conformity to Buyer's requirements shall be controlled. Records shall remain legible, identifiable and easily retrievable. **RETENTION:** Seller shall retain the records for a minimum of 5 years unless otherwise specified in the order or agreed by written approval from the Buyer. **DISPOSAL OF RECORDS:-** At the end of the stipulated retention period, the archived records shall be assessed to determine if it requires re-archiving or alternatively disposal. Due regard shall be given to the security classification of when determining the method of disposal (e.g. incineration, shredding. Where records are transferred to another medium e.g. scanned, then the need to retain the original document shall be formally assessed prior to a decision to destroy the original being taken

21 Right of Access for Audits

Seller shall permit representatives of Buyer, its customers or regulatory bodies to conduct quality system audits or product audits as may be requested by the Buyer to evaluate quality compliance at the seller's facility and or any of the Seller's sub-tier supplier's facilities. Seller shall make available all contracts, specifications, instructions, procedures, records and or special requirements as may be directed by the Buyer

22. Supplier Performance Measurement & Analysis

All suppliers are monitored for On Time Delivery (OTD) and On Time Quality (OTQ) metrics on a monthly basis. If a supplier performance falls below our requirement; they will be notified and are required to perform a Root Cause, Corrective and Preventive Actions to improve the performance on current and future deliveries.

23. Counterfeit Parts

All Suppliers are required to ensure adequate measures are in place to prevent counterfeit parts (including raw material) from entering the supply chain. Barnbrook Counterfeit Policy should be adhered to as a minimum. All the parts supplied shall be fully traceable and supplied with OEM C of C, unless otherwise stated.

24. Product Conformity and Safety

Barnbrook products are used in safety critical applications including Aerospace, Military, Rail, Marine and Fire Suppression Systems. Barnbrook Safety and Quality Policy should be adhered to as a minimum in reference to product safety and conformity on items supplied.

25. Ethical Behaviour

Ethical behaviour is intrinsic to the way we conduct our business and is believed business must operate in a way that respects the rights of all its stakeholders and creates an overall benefit for society.

Barnbrook believes in adopting the best practices in terms of corporate governance that have been and continue to be developed. The company conducts all aspects of its business with full transparency and accountability.

As a fair and caring employer, respecting all human rights both within and outside the workplace; Barnbrook recommends that all suppliers have a personal responsibility to help preserve the human rights of everyone at work and in the wider community.

26. Conflict Minerals

US Securities and Exchange Commission requires reporting related to "conflict minerals" in response to violence and human rights violations in the mining of certain minerals (gold, tin, tantalum, tungsten and their derivatives – often referred to as 3TG or Conflict Minerals) from the Democratic Republic of Congo and adjoining countries. This initiative originates from US federal law Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Barnbrook Systems requires your company as a supplier of Barnbrook Systems to monitor and disclose this information with reference to "conflict minerals".

27. Environmental Policy

Barnbrook recommends Suppliers to comply with the intent of ISO 14001 requirements.

28. Notification to Barnbrook

Suppliers shall notify Barnbrook of changes to processes, products, or services including change of their external providers or location of manufacture and obtain Barnbrook's approval. Suppliers shall notify Barnbrook of non-conforming processes, products, or services and obtain approval for their disposition.