



Terms and Conditions of purchase

**General Conditions**

In these Conditions:

the "Company" means Glenair UK Limited, the "Supplier" means the person to whom the Order is addressed, "Order" means the Company's order with the Supplier for the purchase of Goods by the Company from the Supplier, "Conditions" means these general terms and conditions of purchase of the Company set out in this document, "Contract" means the contract between the Company and the Supplier for the purchase of Goods in accordance with these Conditions, "Goods" means any Goods which the supplier supplies to the Company under a Contract as set out in an Order.

**1) Supplier to conform with Terms of the Order.**

- a) The quantities specified in this Order shall not be exceeded nor the specification modified without the prior authorisation of the Company on the Company's official order form. The cost of any
- b) Modification of any kind introduced by the Supplier without such prior authorisation shall be entirely met by the Supplier.

**2) Acknowledgement and Acceptance.**

The Supplier shall acknowledge this Order within 48 hours. Acceptance of these Conditions and any variation or modification which appears in the Supplier's acceptance shall be without effect, unless expressly accepted by the Company in writing.

**3) Delivery and Passing of Title.**

- a) All Goods shall be delivered as instructed in this Order.
- b) The Company reserves the right to reject any Goods which are faulty or do not conform to the standards or descriptions specified. The Company may return such Goods to the Supplier at the sole risk and expense of the Supplier.
- c) Upon delivery in accordance with Condition 3a hereof title to the Goods and risk of loss or damage to the Goods shall pass to the Company.
- d) Where any date is stated in the Order or in any scheme thereto time shall be of the essence of the contract. Without prejudice to any other remedy the Company shall have the right to cancel the contract wholly or in part where delivery of the Goods is not made by the date specified.

**4) Accounts.**

Invoices should be issued and sent on the day on which the Goods are despatched and a monthly statement rendered as soon as possible after the end of the month in which the Goods are delivered.

**5) Patent Liability.**

If any allegation should be made or any claim asserted against the Company or any person claiming title from the Company that the use or disposition of the Goods subject to this Order constitutes an infringement of letters patent or registered design held by others the Supplier will indemnify the Company and any person claiming title from the Company against and save the Company and any such person harmless from any loss, liability or damage of any nature or kind (including all costs and expenses) arising out of such allegation or claim and upon timely request from the Company the Supplier shall undertake to defend such allegation or claim at its own cost and expense.

**6) Sub-contracting and sub-letting.**

No part of any contract relating to items of the Company's design may be sub-contracted or sub-let without the prior written consent of the Company.

**7) Custody of Loaned equipment.**

Jigs, tools and dies and any other material whatsoever supplied, loaned or ordered by the Company for the execution of this Order shall be at the Supplier's risk in the respect of loss or damage whilst in the Supplier's Possession. Such items shall be retained by the Supplier in good Condition for a minimum of three years after completion of the Order or disposed of as instructed by the Company and shall not be used for other purposes without the prior written consent of the Company.

**8) Manufacturing.**

Please note that Ozone depleting substances must not be used in the manufacture of our products.

**9) Confidential Information.**

Subject to any existing rights of third parties, design, drawings, specification, and any other information whatsoever supplied by the Company, are the property of the Company and shall not be copied in whole or in part or used for the manufacture or otherwise disclosed without prior written permission of the Company.

**10) Advertising.**

The Supplier shall not refer to the Company's name, trademarks or products in connection with any advertising without written permission.

**11) Termination of Contracts.**

This Order may be terminated at any time by the Company giving the Supplier notice in writing, whereupon production or this Order shall be stopped. A fair and reasonable price shall be paid for all work in progress at the time of the determination and subsequently received by the Company, and the Supplier shall afford the Company all necessary facilities for ascertaining the extent of such work in progress. The Company shall not be liable for loss of anticipated profits or for any consequential loss whatever. In the event of such termination, all claims will only be met in exceptional circumstances.

**12) Law.**

These Conditions shall be subject to and interpreted in accordance with the laws of England.

**13) Inspection and Release.**

To be inspected and released in accordance with the Company's Quality Procedures and any additional release requirements as outlined on our purchase Order.

**14) Health & Safety (contractors).**

- a) Suppliers who provide their resources to complete contracts must ensure that their employees

- i) Report to reception at all times
  - ii) Observe onsite safety rules
  - iii) Where appropriate risk assessments shall be carried out and submitted and permits to work submitted prior to commencement of work
- b) Hold third party insurance in respect of
- i) Damage to Company structure, property equipment etc.
  - ii) Injury to an employee through negligence of the contractor.

**15) Compliance with Relevant Requirements and Relevant Policies.**

- a) The Supplier shall and shall procure that persons associated with it or other persons who are involved in or connected (directly or indirectly) with the purchase of Goods in connection with the Order shall:
- i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (Relevant Requirements), including but not limited to the Bribery Act 2010 or any amendment or re-enactment thereof;
  - ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act if such activity, practice or conduct had been carried out in the UK;
  - iii) Comply with the Company's Ethics, Anti-bribery and Anti-corruption Policies (annexed to the Order) as the Company may update them from time to time (Relevant Policies).
  - iv) not do, or omit to do, any act that will cause or lead the Company to be in breach of any of the Relevant Requirements or Relevant Policies;
  - v) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Order;
  - vi) have and shall maintain in place throughout the term of the Order its own policies and procedures, including but not limited to adequate procedures under the Act, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 15 (a) (ii), and will enforce them where appropriate;
  - vii) if requested, provide the Company with any reasonable assistance, at the Company's reasonable cost, to enable the Company to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
  - viii) within seven days of the date of the Order certify to the Company in writing signed by an officer of the Supplier compliance with this clause 15 by the Supplier and all persons associated with it or other persons who are involved in or connected (directly or indirectly) with the purchase of Goods in connection with the Order. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.
- b) The Supplier shall indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Company as a result of any breach of this clause 15 by the Supplier.
- c) The Supplier shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Supplier in connection with the Order and the steps taken by the Supplier to comply with the Relevant Requirements, the Relevant Policies and clause 15 (a) (ii), in each case during the previous six years. The Supplier shall ensure that such records and books of accounts are sufficient to enable the Company to verify the Supplier's compliance with its obligations under this clause 15.
- d) The Supplier shall permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 15, to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 15. Such audit rights shall continue for three years after termination of the Order. The Supplier shall give all necessary assistance to the conduct of such audits during the term of the Order and for a period of three years after termination of the Order.
- e) The Supplier warrants and represents that:
- i) its responses to the Company's anti-bribery and anti-corruption due diligence enquiries are complete and accurate;
  - ii) neither the Supplier nor any of its officers, employees or other persons associated with it has been convicted of any offence involving bribery or corruption, fraud or dishonesty; having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; and has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government orders;
  - iii) none of the officers or employees of the Supplier or any person associated with it or any other person who is involved in or connected (directly or indirectly) with the purchase of Goods in connection with the Order is a foreign public official; and
  - iv) no foreign public official owns a direct or indirect interest in the Supplier or any person associated with it or any other person for whom the Supplier is responsible under clauses 15 (e) (ii) and (iii) and no public official has any legal or beneficial interest in any payments made by the Company under the Order.
- f) The Supplier shall promptly notify the Company if, at any time during the term of the Order, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 15 (e) at the relevant time.
- g) Breach of this clause 15 shall entitle the Company to terminate the order with immediate effect in accordance with clause 11.
- h) If the Company terminates the Order for breach of this clause 15, the Supplier shall not be entitled to claim compensation or any further remuneration or payment, regardless of any activities or agreements with additional third parties entered into before termination..
- i) Regardless of any other provision in the Order, the Company shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.
- j) For the purpose of this clause 15 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Act (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively and, for the purpose of this clause!5, a person associated with the Supplier includes but is not limited to any agent acting on behalf of the Company or any person associated with the Company.

**16) Conflict Minerals**

Certificate of Conformity/Advice Note should state that any conflict mineral which is a characteristic of the component is not from known sources of conflict.

**17) Bogus/Counterfeit Parts**

- a) Any Parts supplied to Glenair will be destroyed to prevent them getting back into the supply chain. Glenair will not be liable for Payment These Conditions do not derogate from our Statutory and Common Law rights and are in addition to these rights and not in substitution for them.