

Purchasing Terms and Conditions

1) DEFINITIONS

- a) *The Company shall mean Harmon Group Limited and/or any Trading Style used from time to time.*
- b) *The Supplier shall be that organisation requested to provide materials and/or services by way of a purchase order or a contract.*
- c) *The Component(s) shall be those manufactured or part manufactured items supplied by the Company to the Supplier to effect a service upon.*
- d) *The Product(s) shall be those items being the subject of the order or contract from the Company to the Supplier whether this be finished products, materials or services.*

2) OFFICIAL ORDER

No order or contract will be recognised unless on the Company's official order form, duly signed by a Director of the Company or Authorised Signatory.

3) ACCEPTANCE

The Supplier must acknowledge and accept any order or contract, in writing, within seven days of the date of the order or contract and such shall constitute acceptance of each and all these conditions. All other conditions, whether or not referred to in the Suppliers offer, quotation, acceptance or literature, shall be deemed to have been waived unless agreed to in writing with the Company.

4) PRICES

No price increases will be accepted within the duration of the order or contract unless specifically agreed in writing with the Company prior to the receipt of the invoice.

5) INVOICES

Invoices, clearly indicating the Company's order number, the quantities involved and the delivery date, must be received by the seventh of the month following delivery.

Invoices received later will automatically be posted to second working day of the month following delivery. Payment will be made within 60 days of the month end following date of the invoice, or the date of posting if the invoice is received late.

6) INSPECTION, QUALITY ASSURANCE & COUNTERFEIT PART CONTROL

All Products shall be subject to acceptance by the Company's inspection department and any Product rejected shall be returned to the Supplier at the Suppliers cost and risk. Rejection of all or part of any order or contract shall cause any associated invoice(s) to be cancelled by a credit note from the Supplier and a new invoice issued once all products being the subject of the new order or contract have been accepted. The supplier shall notify the Company of potential non-conformity in advance for disposition approval. The supplier shall also notify the Company of any changes to product, processes, suppliers and facilities immediately for re-approval. All records created to fulfil this order or contract shall be maintained and controlled by the Supplier for a minimum of ten years or as otherwise stated. The supplier will flow down all contractual or regulatory requirements to any third parties and ensure that all personnel are aware of their contribution to the product and product safety. If a non-conformance is suspected post-delivery to Harmon Group Ltd the Supplier will issue a NOE (Notice of Escape) within 24 hours of the discovery giving all relevant part number / Batch information. This order or contract may be subject to Q.A. activity at your premises by representatives of Harmon Group, their customer and/or regulatory authorities.

Any changes to supplier premises, production methods & third tier supplier changes must be approved by Harmon Group prior to commencing work. All documentation must be retained indefinitely and not disposed of without written approval of Harmon Group. All materials, parts products and services provided in support of Harmon Group production output, shall be produced in accordance with ISO9001:2015/AS9100 revision D, OR if agreed ISO9001:2015 OR as specified per contract This should include an undertaking to eliminate the use of counterfeit product from within the supply chain and ensure it has adequately trained staff and procedures to identify, segregate, prevent shipment and control disposal of such products.

7) TERMINATION

The Company may terminate any order or contract without liability in the event that;

- i) *no acceptance has been received from the Supplier.*
- ii) *delivery is overdue to agreed timetable.*
- iii) *Prices increased during the order execution of the order or contract.*
- iv) *Supply of a defective product.*
- v) *A breach of any of these conditions of purchase.*

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The Company may terminate any order or contract at any time in whole or part by delivery to the Supplier of a notice of termination and in this event the Supplier shall immediately stop all work in connection with the order or contract. The Supplier shall submit to the Company an account in a form prescribed by the Company and the Company shall undertake to pay the Supplier all fair reasonable amounts covering work done up until receipt of the notification of termination and/or special materials purchased for the specific execution of the order or contract exceed the total value of the order or contract.

8) LIABILITY

Where materials or Components are free issued to the Supplier, the Company will not accept liability for any materials or Components received by the Supplier in a defective or damaged state unless such defects and/or damage are reported to the Company in writing within four days of receipt of the materials or Components by the Supplier.

The Supplier may be held responsible for any loss, damage or scrapping of any material(s) or Component(s) supplied as free issue or supplied as a Component for a service to be performed upon. The Supplier shall be responsible for the free replacement of any materials involved up to the standard as supplied by the Company, for any work previously carried out on the Component, including the work being the subject to the order or contract and for any additional costs incurred by the Company due directly or in consequence of the loss, damage or scrapping of the Component.

9) TITLE

i) Title to any Product shall pass to the Company on receipt of the Product(s) by the Company at their premises or elsewhere as may be appropriate.

ii) Title to free issue material or Component(s) remain with the Company at all times and the Supplier undertakes to allow the Company reasonable access to recover its property in the event of non-execution of the order or contract.

10) ASSIGNMENT

The Supplier may not assign any part or the whole of any order or contract without the prior written permission of the Company. When permission is received these flow-down requirements must be distributed to that third party.

11) INTERPRETATION AND SEVERANCE

i) Clause headings are for convenience only and are not intended to govern the interpretation of these conditions.

ii) In the event that any term, condition, provision, clause or phrase of the order or contract is nullified for whatsoever reason, then the remaining terms, conditions, provisions and clauses shall remain valid.

12) ARBITRATION

Any disagreement between the Company and the Supplier arising out of these conditions or any other matter effecting the order or contract which cannot be resolved amicably shall be referred to a single arbitrator approved and appointed jointly by the Company and the Supplier.

13) ETHICAL BEHAVIOUR

The supplier shall behave in what is deemed to be 'ethically correct' in respect of how it provides its service. They should take into account but not be limited to the consideration of the following, Honesty, Integrity, Fairness, Respect, Working within the law, Individual rights, Loyalty and Compassion. Harmon Group is committed to support the reduction of child labour and exploitation and does not knowingly purchase articles which have been produced in violation of child labour laws.

14) APPLICABLE LAW

Any order or contract issued by the Company and accepted by the Supplier shall be governed by and construed in accordance with English Law.

15) ACCESS

The Supplier shall provide rights of access to companies in the Harmon Group, their customers and regulatory/MoD authorities. Sufficient notice shall be given by the Harmon Group prior to any required activities which may include surveys, audits (including sub-tier suppliers and processors) and access to any documents or records pertaining in any aspect to a Harmon Group order either before or after issue of the Purchase Order Agreement.