

Vacuum Brazing Consultants Limited T/A VBC Group

General Conditions of Purchase

Unless otherwise agreed in writing these General Conditions together with the terms and special conditions ("Order Conditions") stated on the order represent the only conditions upon which **Vacuum Brazing Consultants Limited T/A VBC Group** ("VBC") is prepared to procure the goods ("goods") and/or the services ("work") specified from the person to whom this order is addressed ("supplier"). The Supplier must accept the order by acknowledging receipt. VBC does not accept any other terms that the supplier may specify.

1. Conformity with Order

Goods and work shall be supplied strictly in accordance with order conditions, without prejudice to the generality of the forgoing supplier shall not vary the quantities specified in the order nor depart from the drawings and or specifications identified without prior authorisation in writing from VBC.

2. Delivery and passing of title

- a) Supplier will only be excused delay in delivery or performance if it can show to the reasonable satisfaction of VBC that such delay has been caused by circumstances outside of its control and subject to supplier having notified VBC in writing on becoming aware of such circumstances. VBC may terminate the order in whole or in part, without incurring any liability to supplier if such delay becomes significant.
- b) Title to goods and risk of loss or damage to goods shall pass to VBC when delivered at the destination advised on the order.
- c) The representatives of VBC shall have the right to visit supplier premises as all reasonable times to examine goods and monitor progress of work.
- d) Upon request supplier shall provide VBC with information relating to progress in accomplishing the order in a form and at a frequency acceptable to VBC.
- e) If goods or work on delivery do not conform with any order condition VBC may reject the goods or work and the supplier shall forthwith repair any defect at suppliers expense (Including but not limited to the cost of any return). If repair is not possible then the supplier shall replace with conforming goods or work in such a time that is acceptable to VBC.

3. Price and Payment

A valid VAT invoice in respect of the Price shall be produced to VBC by the Supplier. Unless otherwise agreed in writing by VBC, the invoice may only be submitted and dated after completed delivery of the relevant Good or completed performance of the relevant Services. The invoice shall not be valid unless it states the Invoice Address, the VBC Purchase Order number, the Supplier's VAT number, the net amount due, and the Supplier's full banking details (including account number, sort code, and, where applicable, SWIFT code). VBC shall pay the Invoice within 45 days from the end of the month of receipt of the invoice. The Supplier shall not be entitled to vary the Price without the prior written consent of VBC.

4. Sub-contracting

If Sub-contracting is required for completion of the order, written permission should be obtained from VBC in reasonable time processing to allow VBC or other witness.

5. VBC Property

Any articles, other than material as mentioned in condition 8 of which VBC has paid the full cost or which may be loaned or supplied to supplier for the execution of the order shall be at suppliers risk in respect of loss or damage until returned to VBC. Unless otherwise instructed by VBC the supplier shall return such items in good condition after completion of the order.

6. Proprietary Information

All information that VBC has divulged or may divulge to supplier and any information relating to VBC business or products which may have come or may come into the possession of the supplier in the course of carrying out the order shall be treated by the supplier in confidence and shall not without the prior written consent of VBC be disclosed to any third parties nor be used or copied for any purpose other than for the execution of the order. The provisions of this condition do not apply to information that comes into the public domain otherwise than through a breach of this condition. Upon request by VBC supplier shall return all drawings or other written material issued to supplier pursuant to the order.

7. Termination of Order

Without prejudice to any rights accrued or accruing to VBC, VBC shall have the right to terminate this order in whole or in part at any time by giving supplier notice in writing whereupon all work on this order shall be discontinued. VBC shall pay a fair and reasonable price of justified work in progress at the time of termination and the supplier shall afford VBC every assistance to ascertain the extent of such work in progress. Payment of such price shall constitute full and final satisfaction of any claims arising out of such termination and upon such payment supplier shall deliver to VBC all work completed or in progress. If VBC terminates after supplier has entered into liquidation or suffered a receiver of the whole or part of its assets to be appointed then delivery of such work shall be made when VBC so requests. The amount payable to supplier under this condition shall not in any event exceed the amount that would have been payable to supplier had the order not been terminated. In the event of termination supplier shall submit a claim within 2 months of such termination after which time claims will only be met in exceptional circumstances.

8. Materials

All free of charge material supplied by VBC for the execution of this order shall be at suppliers risk in respect of loss or damage while in the possession of the supplier and must at all times be readily identifiable as being the property of VBC be accounted for on request and unless VBC otherwise directs, must be returned to VBC only as:

- a) Conforming parts
 - b) Non-conforming parts for consideration
 - c) Scrap through material fault or non-conformance of parts
 - d) Excess material unused for order
 - e) Unused or work in progress following termination of order as referenced in condition 7 hereof
- Supplier shall make available for VBC disposal of scrap material. Without prejudice to any rights already accrued or accruing to VBC supplier shall promptly upon request pay the full cost of replacing:
- a) Any material not so accounted for
 - b) Any scrap due to non-conforming parts

9. Law

This order shall be subject to and interpreted in accordance with the laws of England.

10. Quality Control Requirements

Supplier shall satisfy the requirements of VBC as may be amended by VBC at the date of the order. Goods and Work shall be inspected and released by the supplier in accordance with one or more of the following requirements:

- a) If appropriate in line with BSENISO9001: 2008
- b) Suppliers own certification
- c) The inspection requirements quoted on the order. If there is no direction this condition shall not apply.
- d) The supplier shall ensure all goods are compliant and not knowingly supply non-conforming product. The supplier shall also cover any costs and include provision to make the required arrangements for the disposition of the non-conforming product

11. Access and Audit

The supplier shall grant VBC, its customers and regulatory bodies, reasonable access to all areas of their premises used in connection with our orders for audit purposes or other agreed reason. The supplier shall cascade these requirements through its lower tier supply chain to enable full access for the given reasons. These visits will be conducted jointly by VBC and the third party and shall be at the pre-arranged dates and times agreed with the suppliers' management representative.

12. Documentation

Any documentation produced for completion of the order should be maintained and kept for a minimum of 10 years from completion of the order and should be made available for review and approval on request from VBC.

13. Development Work

If any work or the production of any goods involves research or development, which is partly or wholly, funded by VBC then all rights in the results thereof will vest in VBC.

14. Waiver

Failure by VBC at any time to enforce an order condition shall not be construed as a waiver by VBC of such order condition or in any way affect the validity of order conditions

15. Conflict

In the event of any conflict between the provisions of these general conditions and any terms or special conditions appearing to be referred to on the order the latter shall prevail.

16. Notification

- a) The supplier shall notify VBC of any changes to the product prior to delivery including changes to the manufacturing process / change in suppliers.
- b) This shall also include change of manufacturing facility / location.
- c) The supplier shall ensure that the applicable customer requirements including any key characteristics shall be communicated to sub tiers.

17. Compliance with relevant requirements

The Supplier shall:

- a) Comply with all applicable laws statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010
- b) Comply with VBC's anti-bribery policy (copies of which are available on request)
- c) Have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance and will enforce them where appropriate
- d) Promptly report to VBC any request or demand for any undue financial or other advantage of any kind which the Supplier becomes aware of in connection with the performance of any obligations by either party pursuant to these terms and conditions.