



## **Blackprint Ltd T/A Alloy Heat Treatment**

### **Purchasing Terms and Conditions**

#### **General**

These conditions shall apply to all Blackprint Ltd orders, and are additional to and without prejudice to Blackprint Ltd.'s right at law and these conditions shall prevail to the exclusion of all conditions of the supplier expressed or implied. Any qualification of these conditions by the supplier or any other conditions which the supplier seeks to impose will be inapplicable, unless expressly accepted in writing by Blackprint Ltd. No order will be deemed legal and binding unless it is submitted by Blackprint Ltd on their official signed order document. Amendments to order will be against Blackprint Ltd.'s official signed order modification document

#### **Quality, Safety, and Access Rights**

Goods and services shall be supplied strictly in accordance with our order conditions. The supplier shall not vary the quantities specified in this order nor depart from the drawings and/or specifications identified by the order conditions without prior authorisation of Blackprint Ltd. Neither this order nor any part thereof may be subcontracted without the written permission of Blackprint Ltd.

Our organisation reserves the right to review and approve the Supplier's Quality Management System.

The QMS systems should be certified by an approved Certifying Body to SAE Aerospace Standard AS9100, or International Standards BS EN ISO 9001/ ISO/TS16949 as appropriate.

Suppliers providing special processing must maintain a system for validating processes similar to that of a NADCAP program, or other system as required by purchase order.

All systems should target zero defect PPM and the company must demonstrate that it is actively working towards a zero-defect system. As part of the corrective action process, details of the containment action, root cause(s) and long term preventive action will also be required.

Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.

Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification

All suppliers providing calibration services must be certified to ISO 17025 (or equivalent). All calibration certificates must identify standards used and must be traceable to NIST (National Institute of Standards and Technology)

NOTE: In specific circumstances, suppliers may be used who do not hold certification to a recognised standard but who can demonstrate a controlled environment and providing specific criteria is met. The acceptance/inclusion of these suppliers on to Blackprint Ltd.'s approved suppliers list will be at the discretion of the Blackprint Quality Manager

Blackprint Ltd is certified to AS9100, BS EN 14001 and NADCAP requirements

Where a specification has been issued by a National or International Standards Institution dealing with any equipment or material forming part or all of the material covered in an order, such equipment shall be constructed and tested in accordance with the requirements contained in the latest issue of the Standard Specification applying thereto, except where otherwise specified or agreed in writing.

The Supplier shall

Provide reasonable access for Blackprint Ltd to carry out audits at any stage of providing goods/services within a purchase order. Employees authorised by Blackprint Ltd shall have access to the supplier's business premises at all times during regular business hours irrespective of whether these are business premises of the supplier or his subcontractors and may inspect all applicable and order related documents for auditing purposes or to verify legal requirements

Blackprint Ltd reserves the right to nominate either at its own discretion or that of our customer to nominate external providers for all supplies. The supplier must not select an unapproved supplier without written acceptance from Blackprint Ltd

The supplier is required to:

Notify our organization of nonconforming product immediately upon discovery.

Obtain our organizational approval for nonconforming product disposition. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.

Flow down to the supply chain the applicable requirements including customer requirements.

Our organization reserves the right of final approval of product, procedures, processes, and equipment.

Our organization reserves the right to designate requirements for test

If Blackprint Ltd is held responsible by a third party because of the defectiveness of a product and if the defectiveness is due entirely or in part to a defect of the supplier's delivery Blackprint Ltd may seek compensation for all losses incurred as a result of supplier actions.

The supplier's obligation to pay damages shall also include the costs of precautionary recall measure if this is appropriate;

Notify Blackprint Ltd in writing of nonconforming processes, products or services immediately on their occurrence advising their impact on the project and confirming proposed corrective action

Prevent the use of counterfeit parts within any phase of supply;

Notify Blackprint Ltd of changes to processes, products, or services including changes of their external providers or location of manufacture, and obtain Blackprint Ltd approval;

Flow down to external providers, applicable requirements including customer requirements;

Provide right of access by Blackprint Ltd, their customer and regulatory authorities to the applicable documented information, at any level of the supply chain

Ensure that Directors, employees and subcontractors are aware of

- o Their contribution to product or service conformity
- o Their contribution to product safety
- o The importance of ethical behaviour

### **Development Work**

If any work or tooling or the production techniques in the manufacture of the goods involves research or development which is wholly or partially funded by Blackprint Ltd then all rights in the resulting product or process will be transferred to and vested in Blackprint Ltd.

### **REACH**

Supplier represents and warrants that all the products, parts of products and materials will be supplied in full compliance with the provisions of the EU Registration, Evaluation, Authorisation and Restriction of Chemicals (The REACH regulation).

### **Packaging**

The Supplier shall provide packaging in accordance with the best commercial packing methods, to protect the product from damage and for safety in handling during the shipping process or, per specific instructions as noted on our purchase order

### **Defects After Delivery**

The supplier will make good by repair, or at his option by the supply of replacement parts any defects which under proper use appear in the goods within a period of fifteen months after delivery and arise from faulty materials or workmanship. Repairs or replacement will be provided free of charge.

### **Documented Information**

Blackprint Ltd expects suppliers to maintain all relevant processing records including the manufacture and / or process operations, including inspection and testing and make them available for review by Blackprint Ltd.

Records related to supplies against the purchase order are to be retained by the supplier and made available on request for verification by Component Coating and Repair Services Ltd, our Customers.

Suppliers must maintain all quality records for a minimum of 6 years unless otherwise stated. After 6 years, the supplier may dispose of these records in an environmentally friendly manner.

## **Delivery**

The purchase order shall state the delivery date for the required goods and services. The supplier shall only ship in accordance with the instructions stated on the purchase order

The supplier shall make use of barcodes and other documentation issued together with the purchase order.

Time is of the essence in the suppliers' performance of the order and the supplier shall deliver goods and deliver services by the delivery date.

Shipment shall be to the location directed by Blackprint Ltd.

Instructions on Invoicing, delivery terms, shipping packing and waste reduction instructions shall be provided to the supplier and incorporated into the purchase order document.

Title shall pass to the buyer upon receipt of goods at the Blackprint Ltd facility or the designated third party delivery point.

If the supplier cannot deliver the goods or services on the date stated in the purchase order the Buyer may without liability;

Reduce or cancel its requirements for any part of the goods that cannot be delivered by the delivery date on purchase order.

Reallocate or reschedule to another order

Accept goods at a later agreed date

The Supplier is responsible for any and all excess costs incurred as a result of their non - conformance.

## **Force Majeure**

The supplier shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault and negligence provided that the Supplier has given the Buyer, within 3 days of the Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred. (An "excusable delay") If a failure or delay in performance is caused by any of the Suppliers supplier, such failure or delay shall not be excusable unless such an event is an "Excusable Delay" as defined above and that the goods and services provided by such a supplier is not obtainable by Supplier from other sources in time for timely delivery of goods to Buyer.

Buyer may cancel without liability to the Supplier its purchase of any goods affected by Supplier's failure or delay in performance.

Buyer shall be excused for any failure or delay in its performance due to any cause beyond its reasonable control, including any cause attributable to the Buyers customers.

## **Warranty**

Supplier warrants to the Buyer and its customers that all goods and services provided under the order are and will continue to be;

- In saleable condition
- Fit for the purpose intended
- New
- Free from all defects including design if design not provided by the buyer
- Manufactured in strict accordance with and compliant with specification and quality standards
- Free for liens and encumbrance of title.
- Meet the above criteria both as goods and where purchased as a system work as a system.

The Buyer may require Supplier to promptly repair or replace at Buyers option any goods which breach the warranty

The Supplier will be liable for any of Buyer's actual costs, expenses and damages relating to or arising from the goods / services not conforming to the warranty.

The Supplier warrants to Buyer that all documentation and certifications by Supplier and its suppliers relating to the order are current, complete, truthful and accurate, All documents will be signed by authorised individual.

## **Code of Ethics**

This code shall apply to all suppliers and/or potential suppliers of goods and services to Blackprint Ltd that interface with any Blackprint Ltd Employee who is in a decision-making capacity concerning the business being done or about to be done with that supplier. Compliance with this code shall ensure that all Blackprint Ltd business dealings and relationships are of the highest integrity and professionalism.

- Suppliers shall not put Blackprint Ltd employees in a position where they are able to use their authority or position for personal gain or profit
- Suppliers shall not offer, nor shall Blackprint Ltd employees accept gifts or gratuities unless they are nominal value and do not influence the employee's decision in any way
- Suppliers shall not offer, nor shall Blackprint Ltd employees seek or accept personal loans from a supplier, unless the supplier is publicly recognized as being in the business of making such loans.
- Association with supplier representatives at luncheons, dinners, or other business functions is helpful in establishing a relationship between the supplier and Blackprint Ltd. It is neither questionable nor unethical provided that the Blackprint Ltd employee keep themselves free of any obligation and that the employee is not put in a position where their judgement may be influenced.
- Suppliers shall not offer, nor shall Blackprint Ltd employees solicit gifts or gratuities for any Blackprint Ltd organised functions (parties, tournaments etc.) even though the employee may not gain personally from the transaction.
- Any information interchanged between a Blackprint Ltd employee and a supplier concerning any business dealings (either actual or potential) between the two parties shall be kept confidential and not discussed with anyone outside the organisations of Blackprint Ltd or the supplier. This confidentiality shall continue to exist even if Blackprint Ltd no longer employs the individual or if the supplier no longer does business with Blackprint Ltd.

- If a Blackprint Ltd employee, or someone in his/her family, has a financial interest in a supplier with whom Blackprint Ltd presently does business with, or with whom are about to do business, that supplier shall advise the relevant manager at Blackprint Ltd that the employee may be in a possible conflict of interest. The manager shall then decide whether that member is in conflict of interest and take the appropriate action
- If any supplier or Blackprint Ltd employee is in doubt as to whether any action or potential action is acceptable or not, then he or she should consult with the relevant manager whose decision shall be final
- Any supplier who chooses not to comply with this Code of Ethics as stated by Blackprint Ltd puts any current and potential business at risk

### **Corporate Social Responsibility – Human Rights**

Blackprint Ltd supports and expects its supply base to support the principles of the United Nations Universal Declaration of Human Rights and the International Labour Organisation Declaration on fundamental Principles and Rights at Work. Blackprint Ltd not only adheres to these principles but also expects its supply base to adhere to the following principles.

- To treat all employees fairly and honestly, regardless of where they work. All staff will have agreed terms and conditions in accordance with local law or practice and will be given appropriate job skills training
- To pay a fair wage reflecting local markets and conditions and always meet any national minimum wage.
- Working hours shall not be excessive. They shall comply with industrial guidelines and national standards where they exist.
- Will not employ illegal child labour, forced or bonded labour, forced overtime or condone illegal child labour.
- Will abide by the equality legislation in every country where operating
- Will not use or condone the use of corporal punishment, mental or physical coercion or verbal abuse.
- Will have disciplinary procedures for any member of staff whose conduct falls below the required standard.
- Have a formal grievance procedure through which staff can raise personal and work related issues
- All staff will be given reasonable access to bathroom and rest area facilities

## **Corporate Social Responsibility – Ethical Purchasing**

Blackprint Ltd purchase a number of goods and services required for the operation of our business and rely on a number of suppliers for the delivery of services. Good working relationships with our suppliers are important to the success of our business. Therefore, we state the following:

- Blackprint Ltd are committed to obtaining and retaining competitive goods and services while at the same time ensuring where possible they are from sources which have not jeopardised human rights, safety or the environment.
- Blackprint aim to develop strong relationships with our suppliers, based on mutual trust, understanding and respect.
- Blackprint Ltd expect suppliers to:
  - Adhere to business principles consistent with our own
  - Ensure that their products and services are produced and delivered in compliance with all legislation relevant to their business
  - Seek to maintain continuous improvement in their supply chain relationship with us
  - Ensure they adopt and implement acceptable safety, environmental, product quality, product stewardship, labour, human rights, social and legal standards in line with our own code and to ensure these issues are acceptably managed within the supply chain for any products/services supplied to us.
- Blackprint Ltd will seek to work with our suppliers where possible to:
  - Develop long term meaningful relations to benefit both parties
  - Improve the quality, environmental performance, and sustainability of goods and services where this can be achieved to the benefit of both parties

## **Counterfeit Parts**

Purchasing parts from an Approved Supplier is Alloy Heat Treatment's Purchasers standard practice. Approved Suppliers are primarily OCM/OEMs and approved distributors.

Purchasers are responsible to flow down the following Counterfeit Parts clause with all purchase orders where Counterfeit parts could potentially be supplied:

Counterfeit Parts Avoidance: In order to mitigate counterfeit parts entering the supply chain, the seller must fill this purchase order using only parts from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or authorized distributors. Independent distributors, brokers, or other secondary sources shall not be used for items on this purchase order. If counterfeit parts are furnished under this purchase order, such items shall be impounded. The seller shall promptly replace such items with items acceptable to and the seller shall be liable for all costs relating to impoundment, removal, and replacement.

### **Assurance of Performance**

Promptly upon Blackprint's request supplier shall provide financial information to buyer including filed, management accounts and current trading forecasts. If the buyer concludes that the supplier may not have for any reason the ability to continue performing the order the buyer may request and the supplier provide adequate written reassurance of the supplier capability to conclude the contract in line with its terms and conditions.

The supplier will immediately notify the buyer in the event that the supplier believes it cannot pay its debts when due or where there is another significant adverse change in the supplier's financial standing.

Supplier will have the right to implement remedial actions directed to improve suppliers performance under the order. If supplier cannot remedy its situation then the supplier has the absolute right to withdraw the contract and place order with third party. All costs incurred in the transfer of production will be met by the supplier.

### **Conflict**

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

In the event of any conflict between the provision of order conditions and any terms or special conditions appearing or referred to on the purchase order, the latter shall prevail.