G&O Springs Ltd Standard Terms and Conditions of Purchase

1. Definitions

In these conditions the expression 'the Company' shall mean G&O Springs Ltd. 'Goods' shall mean all deliverable items described in our purchase order.

2. Orders Authorisation and Conditions of Order

We shall not be liable in respect of any orders other than those issued or confirmed on our printed official forms duly signed by one of our authorised officials and the conditions set out herein shall be the conditions of the contract. No written or printed terms inconsistent therein or additional thereto shall be binding upon us unless expressly accepted in writing by one of our authorised officials and unless so accepted in writing, delivery of the goods shall be deemed to be an unconditional acceptance of this order.

3. Supply of Goods and Service Act 1982

If and in so far as these conditions are inconsistent with or add to the Supply of Goods and Services Act 1982, these conditions shall prevail.

4. Conflict Mineral and Metals Policy

The policy of G&O Springs Ltd is to completely exclude all Conflict Minerals and Metals from its supply chain.

Suppliers are required to comply with global government legislation regarding Country of Origin determinations for selected materials. This includes Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, also referred to as the Conflict Minerals provision. The Conflict Minerals provision requires manufacturers and suppliers to disclose whether their products contain gold, tin, tantalum or tungsten regardless of where these metals come from. For any such metal identified in their products, manufacturers and suppliers must identify the smelter or refiner (SOR) that processed the ores from which these metals were obtained and ultimately the mine COI from which those ores were extracted. G&O Springs Limited is committed to complying with this legislation, the aim of which is to stop violent conflict and inhumane activity in the Democratic Republic of Congo (DRC) and surrounding countries.

Suppliers must also certify that the products delivered by the Company to G&O Springs Ltd, whose Combined Nomenclatures are listed in Annex XVII of the R.833/2014 EU Regulation as amended on 23 June 2023 (the "Regulation"), are and will continue to be delivered in compliance with the Regulation.

It is a condition of supply that all suppliers undertake to make available to G&O Springs Ltd and to the Customs authorities any further supporting documents which would be required by G&O Springs Ltd, the Customs authorities of the country of the Buyer or/and of the country of destination.

5. Modern Slavery Policy

The policy of G&O Springs Ltd is to completely exclude all products and services produced by Modern Slavery from its supply chain. All steps must be undertaken to ensure its operations and supply chain are free of human trafficking and slavery.

6. Specifications and Markings

6.1. The goods must be supplied exactly in accordance with the Purchase Order and any specifications, drawing, process instruction or procedure defined therein. No variation from the requirement shall be permitted without the written authority of the Company.

6.2. Except for the manufacturer's name, address and reference number, the date of manufacture and any other information relating to the function of the goods usually incorporated by the manufacturer, no marking not authorised by us shall appear on any part of the goods

7. Settlement Terms

Unless otherwise agreed, payment of the price will be upon a net 45-day basis. The invoice must be forwarded to our registered office as shown above via email, unless otherwise stated.

8. Price Basis

Unless otherwise agreed, the contract price will be a fixed price delivered to our premises.

9. Company Property

9.1. All materials, patterns, dies, jigs, fixtures and like tooling together with any specifications, drawings, process sheets and the like, or any other property whatsoever supplied to the Seller by the Company to our order must not, without written consent of the Company be used for or in connection with the production of any goods whatsoever other than the goods ordered by us. The Seller shall ensure that such items are always identified as the property of the Company and must be returned to the Company immediately on demand.

9.2. Insurance - All our property together with materials and components free issued by us in connection with our Purchase Order must be fully insured by the Seller against all risk of whatsoever nature until it has been received back by the Company.

10. Indemnities

The Seller shall indemnify and hold harmless the Company from any loss, damage, and expense, including all legal fees, incurred or sustained by the Company caused by or resulting from any defect in the Goods or by reason of the failure of the Seller to conform to the terms of the Purchase Order.

11. Publicity

All orders placed by the Company are strictly confidential. The Seller must not publish or cause to be published by any means whatsoever any details concerning the goods, the subject of a Purchase Order, without prior consent of the Company in writing.

12. Confidentiality

12.1. All information which is or may be divulged to the Seller and any information relating to the Company business or products which may have come or may come into the possession of the Seller in the course of carrying out a Purchase Order, shall be treated by the Seller as strictly confidential and shall not without the prior written consent of the Company be disclosed to any third party or parties not be used or copied for any purpose(s) other than for the execution of the Purchase Order. The provisions of this condition do not apply to information which is or comes into the public domain otherwise than through a breach of this condition.

12.2. If a Purchase Order requires or permits the entry by the Seller or any permitted or approved subcontractor mentioned in Condition 12 thereof inside the Company factory it is a condition of the Purchase Order that the Seller and any subcontractor and its and their employees shall regard as strictly confidential any processes, specifications or other information which shall come into its or their knowledge in the course of any such entry and any such processes, specification and other information shall not be disclosed to any third party without previous consent in writing. The Seller shall obtain from any such subcontractor an undertaking in the terms of this condition.

13. Subcontracting

The Seller shall not without prior consent of the Company in writing sub-let the contract or any part thereof other than for materials or for any part of the goods of which the makers are named in the order or specification. Any such consent shall not relieve the Seller of any of his obligations under the contract.

14. Delivery Date

14.1. Time for Delivery and Extensions - Time shall be of the essence of this contract. The goods shall be delivered at the time specified in the order. If, owing to industrial disputes or any causes outside the Seller's control the Seller is unable to deliver the goods within the specified time then provided that the Seller shall have given us notice in writing without delay of his intention to claim an extension of time the Company shall grant the Seller such extension as the Company may consider reasonable. In the event of significant delay, the Company reserves the right to terminate the Purchase Order in whole, or in part, without incurring any liability to the Seller.

14.2. Deferment of Delivery - In the event of the Company's normal course of manufacture being interrupted, restricted, hindered or delayed by any cause whatsoever, beyond the reasonable control of the Company or by any exceptional causes whatsoever, the Company are at liberty to defer the date or dates of delivery.

14.3. Delay in Delivery - If the goods or any part thereof are not delivered within the time specified in the order or any deferment or extension of time or times the Company shall be entitled to recover from the Seller as liquidated damages and not by way of penalty at the rate of one half of one per cent (0.5%) per week for the first four weeks and at the rate of one per cent (1.0%) per week thereafter of that part of the contract price which is properly apportionable to the undelivered goods and to any other goods already delivered under the contract which cannot be effectively and commercially used by reason of the non-delivery of the said undelivered goods for each week or part of a week during which the order shall remain uncompleted. The Company shall be entitled to deduct such damages from any moneys otherwise payable by the Company under the terms of the Purchase Order or otherwise. The total amount payable by way of damages under this condition shall in no event exceed ten per cent (10%) of the said contract price and such damages shall not relieve the Seller from any of its other obligations or liabilities under the Contract.

15. Delivery

15.1. The goods are to be delivered to the destination as ordered. They must be delivered in good order and condition. Quantities must not exceed those ordered or specified.

15.2. Unless specifically ordered, no cases, wrappers nor packing or any kind will be paid for. Should any cases arise where wrappers or packings be ordered, charges therefore are to be shown on a separate invoice and such cases may be returned to the Seller who shall forthwith on receipt thereof in good order refund charges therefore.

16. Quality Assurance and Surveillance

The Company reserves the right of entry to the Seller's premises for its authorised Representatives, customers, customers' representatives, and/or the regulatory authorities, at mutually agreeable times, to carry out quality surveillance and product verification. Such surveillance/verification shall not absolve the Seller of its responsibility to supply conforming goods, and may not be used as evidence of effective control. Records of documents received by the Seller, and created by the Seller, shall be retained and available for review by the Company, their customer, customers' representatives, and/or the regulatory authorities for minimum of 25 years from the date of order. All goods and/or services shall be provided by the Seller in accordance with any additional specific terms as detailed on the Purchase Order.

17. Counterfeit Material and Product Control

The Seller shall control material and product with the potential to be delivered to G&O Springs Ltd to ensure only authentic and conforming product is delivered in accordance with the intent of SAE AS6174 and G&O Springs Ltd document "Quality Awareness for Aerospace".

18. Non-Conforming Product

18.1. The Seller shall notify to the purchaser all instances of non-conforming product within 24 hours of discovery.

18.2. The Seller shall await arrangements from the purchaser for the disposal of any non-conforming product.

18.3. The Seller shall flow down these requirements to sub-suppliers and sub-contractors.

18.4. Any delivered non-conforming product (escapes) into G&O Springs Ltd shall be subject of full RCCA investigation, the findings of which shall be detailed on G&O Springs Ltd 8D Blank PPS Form along with supporting objective evidence.

18.5. Responses to G&O Springs Ltd 8D requests shall be returned to the 8D raiser with full containment within 48 hours, full completed RCCA within 30 days of report date.

18.6. G&O Springs Ltd reserve the right to audit corrective action responses on-site at Supplier premises to validate corrective action affectivity.

18.7. Any product dispositioned as scarp shall be permanently marked, in a manner that makes it clear and obvious the part or product is scrap. The part or product shall be rendered unusable where practical and shall be controlled until physically disposed of.

19. Changes

19.1. The Seller shall notify the purchaser of any changes in product and/or process definition, changes of suppliers, changes of manufacturing facility location and, where required, obtain the Company's' approval.

19.2. When the seller has or is notified of any supplier change in quality leadership personnel or reporting structure, changes in scope, name, address, or approval status of QMS registrations, (see AS13100 Table 2), applicable Production Organization holder approvals, and special process accreditations, the organisation shall assess the impact and implement appropriate mitigation actions. This should include notification to the purchaser, as appropriate. For 9100 certified Suppliers, the OASIS database, and the OASIS NG (Next Generation) Feedback Process shall be used.

20. Defects

20.1. It is a condition that the Seller must replace with all reasonable speed, free of charge or pay the cost of local replacement of any goods or parts thereof which may prove defective through faulty design (other than a design made or furnished by the Company) material or workmanship within 12 months from the date of delivery.

20.2. If any goods supplied under the Purchase Order requiring further processing before use shall prove to be defective whilst in the course of such processing the Seller will be liable to the Company for the cost of any labour expended in conjunction with such processing in addition to any legal rights which the Company may have in respect of such defective goods.

21. Determination

The Company shall be entitled at any time by fourteen (14) days notice in writing to determine the contract and on such determination:

21.1. The Seller shall assign to the Company if it is practicable to do so the benefit of any sub-contract entered into by the Seller in connection with the goods the subject of the purchase order, or terminate any such sub-contract.

21.2. The Seller shall be entitled to be paid:- i. The sums remaining payable to the Seller under the terms of the Purchase Order in respect of work done and goods provided up to the date of determination ii. Any sums, which have necessarily been paid out by the Seller in order to carry out the Seller's obligations under (a) above iii. Any other reasonable costs or expenses incurred by the Seller by reason of such determination. The Seller will not be entitled to any further payment. Should any dispute arise as to the amounts to be paid to the Seller under (b) hereof the matter shall be referred to an arbitrator agreed upon between the parties

(or in default of agreement, appointed by the President for the time being of the Institute of Mechanical Engineers) whose decision shall be final and binding upon both parties.

22. United Kingdom Health and Safety at Work Act 1974

The Seller shall comply in respect of the goods with the duties laid down in section 6 of the Health and Safety at Work Act 1974 and shall indemnify the Company against all damage costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach of those duties.

23. Hazardous Materials

The Seller must advise upon receipt of a Purchase Order if the goods to be supplied contain any hazardous or harmful materials. Data sheets must be provided for all products to enable a COSHH assessment to be produced. In particular, the Company requires notice of the inclusion of any banned substances under REACH regulations (or products that have a future sunset date) or substances referred to in the Montreal Protocol.

24. Documentation

Where appropriate the Seller shall provide the documentation comprising operating instructions and parts lists including comprehensive spares listing. All documentation supplied shall be in the English language, including that required under Condition 13 above.

25. Governing Law

The contract shall in all respects be constructed according to, and governed by the Law of England. Seller proposed terms and conditions not expressly agreed to in writing by the buyer are objected to by the buyer and shall be void and have no effect on the contract or purchase order.

26. Export and Import Customs and Control Laws

Irrespective of the applicable Incoterm, if Products are exported directly to a country outside the European Union, the Seller will provide appropriate export customs documentation to the Customer or its designated freight forwarder. The Customer guarantees correct closure of the related customs procedure in due time on leaving the European Union or the country of dispatch. In case of noncompliance, the Customer shall be liable for any additional costs and charges imposed on the Seller by the national tax administration. If the Seller transports the Products by ferry-flight, the Customer will have to provide additional documentation to the Seller to prove exportation for VAT purposes. The Seller will inform the Customer of the required documentation in due time before the delivery date. The Seller acknowledges that any information provided to or received by it in accordance with an Order may be subject to export control laws and regulations including, without limitations, the United States Department of State International Traffic in Arms Regulations (“ITAR”) and the United States Department of Commerce Export Administration Regulations (“EAR”). The Seller agrees that it will strictly comply with all applicable requirements under such laws and regulations. The Seller warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Deliverables which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitations, all codes of conduct, relevant export licence(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Deliverables.

27. FAR & DFARS

Seller acknowledges that acceptance of any order also constitutes acceptance of any FAR & DFAR Clauses flowed down to it via contract or purchase order.

28. Data related Liability

Notwithstanding anything to the contrary in the Contract, the Seller shall not be liable toward the Customer in the frame of the analysis of the Customer's data as a result of the disclosure of confidential information by the Customer to the Seller or as the result of any exchange or analysis of information collected through the process.

29. Bribery and Corruption

Buyer and Seller will ensure compliance of their officers, directors, affiliated companies, subcontractors and shareholders with the UK Bribery Act of 2010, U.K. Modern Slavery Act of 2015 and any other anti-corruption and anti-bribery laws, legislation, regulations or directives ("Anti-Corruption Legislation") which apply to their business or which apply in the place where the Contract is performed. Each party will not, and will certify that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offense under any Anti- Corruption Legislation. In addition, Seller shall maintain policies and procedures that govern its business ethics to ensure that they comply with the requirements of Buyer's Ethics Policy, which are available upon request.

30. Foreign Object Debris / Foreign Object Damage (FOD)

Where the order flows down a customer quality specification (e.g., RR SABRe, Meggitt MPRC_10, Collins 981-151-001, Eaton SSA, Moog SQA-001)The seller shall establish and maintain an effective FOD prevention program that meets the requirements of AS9146.

31. Engineering Document Approval

The seller is responsible for ensuring that engineering documents such as special process data cards, technique instructions, qualification and source changes are approved by Type Certificate Holder, maintained and up to date as required. All documentation shall be approved prior to manufacture and shipment to the Buyer in accordance with the OEM governing specification flowed though PO e. (e.g., RR SABRe, Meggitt MPRC_10, Collins 981-151-001, Eaton SSA, Moog SQA-001). It is assumed that product lead times include time taken to conduct this activity.

32. Raw Material and Special Processes

Material and Special Process Test results shall reflect all requirements of the drawing and/or specification and conform to drawing and/or specification limits. Documented evidence of this conformity including listing of each material element or test result in the applicable test report tracing back to the originator (mill) for raw material.

The applicable test report shall be signed by a cognizant test laboratory person, clearly confirming which of the following is correct:

32.1. All tests and inspections have been performed and results meet the drawing and/or specification requirements, or

32.2. All tests and inspections have been performed and the results meet all the drawing and/or specification requirements, except _____, which does not meet requirements, or

32.3. All tests and inspections have been performed and the results meet all drawing and/or specification requirements, except test(s) _____, which was not performed in accordance with the drawing and/or specification requirements.

Where a certificate of conformance is required it must accompany each shipment and shall include the following:

- Supplier name and address
- G&O Purchase Order Number, Quantity shipped and where applicable line item number
- Supplier must state Country of Origin
    - Country of Origin (COO) is the country of manufacture, production or growth where an article or product comes from
    - Part number (where applicable)
    - Drawing Revision
    - Serial Number (when applicable)

- Manufacturing Plan revision (where applicable)
- Operation Number (where applicable)
- Signature and Title of authorised representative
- Processes performed, required by drawing, specification or Purchase Order to include:
- Process
- Specification
- Process certification number
- Sub assembly part number with latest revision (where applicable)
- Sub assembly process, specification certification number and approved supplier used (where applicable)
- Lot number, if not serialised
- Indication that products were manufactured from materials on which the seller has records of material conformance.

The certificate of conformance must contain a statement that all inspection and tests have been performed as required by drawing, specification and/or purchase order.

The certificate must list each special process that appears on the drawing such as: heat-treat, non destructive examination and plating or coating etc.

Perishable products controlled by batch number or cure date and products controlled by heat number will have applicable controlling number on the individual certificate.

Blanket statements of conformance are unacceptable, as are statements of belief rather than fact!

33. Flow down of customer requirements

Suppliers shall ensure compliance with all applicable requirements from any customer specification documents that are flowed down to sub-tier suppliers, including trade compliance obligations, quality system requirements, customer-specific conditions, and product-specific requirements. Suppliers must flow this down to their own supply chain and maintain objective evidence of this flow-down and provide it upon request.

34. Right of access

The Company, its customers, customer representatives, and regulatory authorities shall have unrestricted right of access to all applicable areas of the Seller's facilities, at any level of the supply chain, involved in the order. This includes access to applicable documented information, production, and quality assurance records.

35. Quality Management system requirements

Suppliers shall establish, implement and maintain a quality management system conforming to ISO 9001:2015 at minimum. Suppliers engaged in Aviation, Space and Defence (ASD) supply shall be compliant with AS/EN/JISQ9100 standards. Certification must be issued by an accredited certification body. Loss or suspension of certification must be communicated to the Company within 14 days.

37. Notification of change

Suppliers shall notify the Company within two (2) working days of any changes to key management personnel, manufacturing processes, manufacturing location, quality certifications, or sub-tier sources. Work transfers must be pre-approved in writing and require a transition plan including risk mitigations.