

Terms and conditions detailed form part of all Croom Precision Medical Ltd purchase orders and service orders Acceptance of a purchase/service order implies acceptance of these terms and conditions

1. Definitions

“Contract” shall mean any contract resulting from this order
“Order” shall mean this purchase order
“Buyer” shall mean Croom Precision Tooling Ltd
“Seller” and/or “Supplier” shall mean the person on whom this order is placed
“Goods” shall mean the supplies to be delivered under the contract and shall be deemed to include any service(s)

2. Acceptance

This purchase order constitutes buyer’s offer to seller, and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyer’s written approval.
If the price of the goods comprised in the Purchase Order is not stated but is calculable by stated means the supplier will notify the buyer of the price so calculated as soon as possible after receipt of Purchase Order. Failure to comply with the instructions in the purchase order or delay in notifying the buyer of the price will delay payment. Such delay will not affect the buyer’s rights to any special discount allowed on the price of goods/services supplied under the contract. Unless otherwise stated, the prices of the purchase order exclude V.A.T. Where any charge is made for V.A.T. the invoice shall be in the form as laid down by Customs and Excise for V.A.T. purposes.

3. Revisions

No revision of this order of any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer’s purchasing department.

4. Delivery

- 4.1 Delivery shall be strictly in accordance with the delivery schedule set out in this order. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.
- 4.2 The supplier shall complete and deliver the goods at the time or times specified in the order and in this respect time shall be of the essence.
- 4.3 The buyer may at any time or times by notice in writing to the seller postpone the date(s) of delivery of any goods without thereby incurring any liability and the seller shall deliver such goods on the revised date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

5. Deliveries Made

- 5.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.
- 5.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the seller shall do so:
 - a) the buyer shall be entitled to charge storage to the supplier and
 - b) the date for payment shall be calculated according to the due delivery date

6. Termination

Failure to comply with the specification, terms and conditions of this order, or to deliver material in accordance with seller’s promise shall be grounds for cancellation without penalty to buyer

7. Acceptance and Rejection

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to seller at seller’s risk and expense, and at full price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.

- 7.1 Certificate of Conformance (Required for Goods Intended for Aircraft Applications, Medical Applications and for Goods where Required on the Relevant Drawing or Order)**
The certificate of conformance is a quality record that shall include the **Croom Precision Tooling Ltd** part number, purchase order number, quantity shipped, date shipped, manufacturer's part number, and details of certified quality system as stated within the order. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to **Croom Precision Tooling Ltd**
- 7.2 First Article Inspection**
Croom Precision Tooling Ltd requires all first deliveries of parts to include a full first article inspection report be filled out by the manufacturer. The sample, on which the FAI was performed shall be clearly labelled, and reference made to the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only.
- The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced and their acceptance confirmed.
- Any discrepancies detected by the manufacturer during the FAI shall be notified to **Croom Precision Tooling Ltd** and a deviation should be sought in advance of any parts being shipped to **Croom Precision Tooling Ltd**. Under no circumstances shall a nonconforming part be sent to **Croom Precision Tooling Ltd** without **Croom Precision Tooling Ltd** approved deviation. Failure to comply with the above requirements will result in **Croom Precision Tooling Ltd** rejecting the product.
- 7.3 Record Retention**
In addition to contractual requirements the supplier shall retain verifiable objective evidence of inspection and tests performed. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be a minimum of 10 Years.
- 7.4 Notification of Non-Conforming Product and Process Change**
The supplier to notify the organization of changes in product and/or process definition and, where required, obtain organization approval
Non-conforming product resulting in concessionary action where a charge is levied on **Croom Precision Tooling Ltd** will be passed onto the supplier once determined.
- 7.5 Right of Access by Croom Precision Tooling Ltd, Their Customer and Regulatory Authorities**
In accordance with contractual agreements, right of access by **Croom Precision Tooling Ltd**, their customer, customer representative and regulatory authorities shall be afforded the right to verify product at all facilities involved in the order and to all applicable records. Flow down to the supply chain the applicable requirements (i.e. ISO 9001 or AS 9100) including traceability, counterfeit prevention and product safety and customer requirements. Suppliers must notify **Croom Precision Tooling Ltd** of any changes to that certification. The supplier must notify **Croom Precision Tooling Ltd** of any change to the manufacturing process, changes to location of manufacturing facility or changes of their external providers.
- The supplier will comply with Aerospace and Defence Industrial Association and the Aerospace Industries Association of America Global Principles of Business Ethics for the Aerospace and Defence Industry available for review at -
<http://ifbec.info/wpcontent/uploads/2013/06/IFBEC-Global-Principles.pdf>
- 7.6 Key Characteristics**
Where identified within the specification, drawing and/or purchase order the supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
- 7.7 Date Code/Lot Number Control (Required for Goods Intended for Aircraft Applications, Medical Applications and for Goods Where Required on the Relevant Drawing)**
Deliveries of parts/components with multiple date codes or multiple lot numbers must be segregated such that each part/component is identifiable by its date code or lot number. The paperwork must also reflect if multiple date codes or lot numbers have been delivered with the associated quantity.

The supplier must ensure that all relevant personnel are aware of

- a. Their contribution to product conformity
- b. Their contribution to product safety
- c. The importance of ethical behaviour.

8 Payment

The company shall only be bound to accept and pay for the goods/services specified in the purchase order.

- 8.1 The supplier will render a Statement of Account ("Statement") to **Croom Precision Tooling Ltd** at the end of the month in which delivery of the goods/service is made. Each statement must contain particulars of the Purchase Order to which it relates and must be sent to **Christina@croomprecision.ie**. Payment by the buyer will be made 60 days from the end of the month in which the statement is received. Any delay in payment due to the failure to render the statement will not prejudice the buyer's entitlement to any special discounts that may be agreed.

9. Special Conditions for treatment supplier shipping directly to the customer on our behalf.

- 9.1 When the service provider is requested by to send treated parts directly to the customer, the following conditions must be satisfied.
- a. **Croom Precision Tooling Ltd.** must receive certificate of conformance from the supplier for approval prior to parts being shipped unless other arrangements are agreed.
 - b. The supplier is obliged to supply **Croom Precision Tooling Ltd** with a list of approved inspectors with the authority to release product and sign off the related certificates of conformity / analysis
 - c. Paper work received with parts from **Croom Precision Tooling Ltd** (e.g. Delivery docket, drawings etc.) must accompany parts with shipment to the end customer.
- 10. Croom Precision Tooling Ltd reserves the right to assess all terms and conditions pending Brexit outcome in 2019.**