



## Terms and Conditions of Purchase

### Conditions of Purchase

#### 1. Conditions consistent with EN 9100:2018 standard.

#### 2. General

As a supplier it is understood that your organisation agrees to meet the following stipulations/EN 9100 requirements whenever a purchase order specifies that the order is for an Aerospace / military application. These requirements are, therefore, to be considered as terms and conditions to all Aerospace / military purchases.

- 1.1 All quotations and offers 2M Engineering Limited ("2M Engineering") to purchase any goods, parts or equipment (the "Goods") are made and all orders for Goods are placed by 2M Engineering solely upon and subject to the following conditions. These Conditions shall apply from the time an order is placed by 2M Engineering by telephone, with confirmation in writing to follow by facsimile, by e-mail or by ordinary post of 2M Engineering's Purchase Order.
- 1.2 Any special instructions or terms stated on the Purchase Order issued by 2M Engineering shall form part of these Conditions. All other terms, warranties and conditions whatsoever are excluded unless expressly accepted by 2M Engineering in writing.
- 1.3 The acceptance of an order for Goods from 2M Engineering by any party ("the Supplier") and/or the delivery of any Goods shall constitute acceptance of these Conditions by the Supplier where acceptance has not previously been communicated to 2M Engineering.
- 1.4 These Conditions can only be varied in writing signed by a director or the Secretary of 2M Engineering. No employee, agent or sub-contractor has any actual, ostensible or apparent authority to make or give any warranty, representation, assurance or promise inconsistent with the terms hereof.

#### 2. Delivery

- 2.1 All delivery dates specified on the Purchase Order are binding on the Supplier. Should the Supplier fail to deliver the Goods within the period specified, 2M Engineering (without prejudice to any other remedies to which it may be entitled) reserves the right to:-
  - (a) cancel that part of the Order which is undelivered at the end of the specified period;
  - (b) charge the Supplier any additional costs of delivery due to the Supplier's delay (for example express courier charges, or airfares for collection) and/or the extra cost to 2M Engineering of sourcing replacement goods from a third party, and other such expenses which 2M Engineering may incur due to the Supplier's failure to deliver the Goods at the stipulated time.

#### 2.2 Release of products and services

Each delivery against an order shall be accompanied by a Certificate of Conformance with an EASA Form1 or FAA 8130 (when available) that shall identify:

- a) Our purchase order and item number.
- b) The description, drawing/part number and specification with issue status.
- c) Any purchaser agreed deviations.
- d) Batch/lot numbers.
- e) Each Certificate of Conformance shall be signed by your quality representative.
- f) Each C of C must reference the standard it has been released to as applicable (ISO 9001, EN9100 series or regulatory approval number as applicable) Failure to comply may result in rejection.

Any Special Processes required by a purchase order must be performed by suitably qualified personnel.

Supplier shall immediately notify the Buyer of any change request that affects any aspect of the current Purchase Order including – but not limited to – existing terms and conditions, costs, items ordered, specifications on the items ordered, or schedule of delivery. Only the individual raising the Purchase



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order for the Buyer has the authority to make a change to the Purchase Order via a formal change order.

The Buyer reserves the right to review and approve the Supplier's Quality Management System if service or product issues arise.

Work in progress and/or end items may be inspected at your works by the Buyer and/or our customer, Quality Assurance representative or regulatory authority for compliance with drawings and specifications. Final acceptance shall be by the Buyer.

All goods delivered by the Supplier must be accompanied by a Delivery Note quoting the order number from 2M Engineering's Purchase Order.

- 2.3 The risk in the Goods shall remain with the Supplier until the goods are received into the possession of 2M Engineering, or its appointed agent, and the Delivery Note in respect of the Goods has been signed by 2M Engineering or by its appointed agent. **Note: signing the Delivery Note does not mean that the Goods are necessarily in accordance with the contract requirements, which shall be subject to condition 3 below.**
- 2.4 Unless the Purchase Order stipulates otherwise, all the Goods shall be delivered C.I.F. to the place of delivery specified in the Purchase Order.

### 3. Quality Assurance and Specification

All suppliers shall work within a quality management system. Accreditation to an AS/EN 9100 series standard is preferred but not essential.

- 3.1 The Supplier warrants that all Goods ordered and supplied:
- (a) shall correspond strictly with the Product Part Number, the manufacturer's specification(s) and description(s), all as specified on the Purchase Order, and
  - (b) shall in every respect be fit for the purpose for which 2M Engineering has expressly or by implication made known that it or its customer requires the same and
  - (c) shall be of merchantable quality which is also of a standard not less than that of previous supplies (if any) approved by 2M Engineering.
  - (d) shall be within 18-month date code unless otherwise agreed.
  - (e) All suppliers should target zero defects in products and services provided to the Buyer and the supplier should when asked, provide the statistical measurement information of on time delivery and product conformity to the Buyer.
- 3.2 2M Engineering shall not be bound to accept and pay for any Goods unless the same are specified in the Purchase Order and comply with the specifications therein and 2M Engineering will not accept responsibility for the safe custody or protection of any Goods supplied which do not comply with the said specifications.
- 3.3 2M Engineering reserves the right to nominate either at its own discretion or that of its customer to nominate external providers. The supplier must notify the buyer of changes in product and/or process, changes of suppliers, and changes of manufacturing or maintenance or repair facilities. The supplier must not select an unapproved supplier without written acceptance from the buyer.

### 4. Payment

- 4.1 The prices stated in the Purchase Order are fixed prices and are not subject to alteration by the Supplier for any reason whatsoever.
- 4.2 If the price of the Goods comprised in the Purchase Order is not stated but calculable by the Supplier, the Supplier will notify 2M Engineering of the agreed monetary amount as soon as possible after receiving the Purchase Order, in any event before delivery of the Goods.
- 4.3 All prices are deemed to be exclusive of VAT and applicable taxes, unless otherwise stated on the Purchase Order.
- 4.4. Unless otherwise agreed in writing the Supplier will render a statement of account to 2M Engineering



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at the end of the month in which delivery of the Goods is made, and payment by 2M Engineering will be made within 30 days from the end of the month in which the account is received.

The buyer shall obtain the suppliers approval for nonconforming product disposition.

### **5 Counterfeit Goods Prevention**

Supplier agrees and shall ensure that Counterfeit Goods are not contained in Goods delivered to the buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Parts.

Supplier shall purchase parts directly from the Original Equipment Manufacturer (OEM) or with traceability back to the OEM. A certificate of conformance shall accompany each shipment of Goods delivered.

When requested by the buyer, the Supplier shall provide Authorised Supplier documentation that authenticates traceability of the parts to the applicable Authorised Supplier.

In the event Supplier becomes aware or suspects that it has furnished Counterfeit Parts, it shall immediately notify the Buyer.

In the event that Goods delivered under the purchase order are, or include, Counterfeit Parts, Supplier shall promptly investigate, analyse and report in writing to Buyer whether such Counterfeit Parts should be replaced with genuine parts conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action.

Furthermore, the supplier is required to notify the Buyer of any changes to a product and/or process and to obtain approval from the Quality Manager or a Director before delivery will be accepted. Refer to item 2.2 above, the supplier will provide a certificate of conformity, test reports and or authorised release certificate as applicable.

### **6. Breach and Indemnity**

- 6.1 If the Goods or any part thereof are not delivered or supplied on or before the specified delivery date, or in the event of any other breach by the Supplier of any of these Conditions, 2M Engineering shall be entitled to cancel this order in whole or in part (as the Company shall determine) and to reject the Goods comprising same whether delivered or not. The Supplier shall be responsible for all loss (including consequential loss, loss of profits and loss of reputation) damage, costs and expenses (including all solicitor's and other legal costs and expenses) sustained or incurred by 2M Engineering in respect of the Goods ordered where the Supplier is in breach of any of these Conditions or which are attributable to or which result from the Suppliers late delivery or the breach of any of these Conditions.
- 6.2 If 2M Engineering rejects or refuses to accept any of the Goods having the right so to do, it shall use reasonable endeavours to return them to the Supplier, which shall bear the risk and expense of the Supplier.
- 6.3 Where 2M Engineering is entitled to reject or refuse to accept any of the Goods, the Supplier shall, at the option of 2M Engineering and without prejudice to any other remedies to which 2M Engineering may be entitled, repair, modify or replace the Goods, reimburse 2M Engineering in full for the cost of any repair, modification or replacement carried out by 2M Engineering (or by any third party at 2M Engineering's direction), or refund the full purchase price.
- 6.4 The Supplier shall indemnify 2M Engineering and keep 2M Engineering indemnified against any action, loss, liability, damage, expense and costs arising from or incurred as a result of or in relation to any infringement or alleged infringement of any copyright, trade mark, trade name, registered design or other proprietary right arising from 2M Engineering's purchase or re-sale of or use of or holding of the Goods.



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### **7. Miscellaneous**

- 7.1 These Conditions and the relationship between the parties shall be governed and interpreted exclusively according to the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of Ireland.
- 7.2 Any dispute between the Supplier and 2M Engineering shall be submitted to arbitration and referred to a single arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland in accordance with the provisions of the Arbitration Acts 1954-1998 or any amendment or re-enactment thereof.
- 7.3 2M Engineering may assign this agreement and any Orders placed hereunder to any other subsidiary or associated companies or other unconnected companies or persons.
- 7.4 Failure or neglect by 2M Engineering to enforce at any time any of these Conditions shall not be construed nor shall be deemed to be a waiver of 2M Engineering's rights hereunder nor in any way affect the validity of the whole or any part of these Conditions nor prejudice 2M Engineering's rights to take subsequent action.
- 7.5 If any provision of these Conditions is decided by any court or tribunal of competent authority to be unenforceable for any reason, such unenforceability shall not affect the other provisions of these Conditions which shall continue to apply.