


SUPPLIER QUALITY REQUIREMENTS

Redmayne Engineering Ltd
Gordleton Industrial Estate
Lymington
Hampshire
SO41 8JD

Approved on behalf of Redmayne Engineering Ltd by


.....
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Revision	Date	Approved by	Changes
1	28/9/2012	M Emery	New document
2	14/5/2014	N Tucker	Section 8.5.2 – RF241 & Format
3	16/11/2015	N Tucker	Re-formatted document & change of MD
4	24/12/2015	N Tucker	Section 8 – Replaced RF241 with RF30
5	7/09/2017	N Tucker	Added reference to counterfeit parts & FOD

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Scope

This document applies to all suppliers and their subcontractors who furnish product, material, processes, or services to Redmayne Engineering Ltd.

It is expected that all suppliers will conduct their operations in accordance with the minimum accreditation to ISO9001:2015 unless authorized by Redmayne Engineering Ltd.

This document includes specific elements appropriate to us and our customers.

1. Rights of Access

Redmayne Engineering Ltd's representatives, their customer's or government / regulatory agencies shall have a reasonable right of entry into a supplier's facility or that of their subcontractors concerning Redmayne Engineering Ltd's quality documentation, quality records concerning the traceability of components or the ability to conduct audits to verify product or processes.

2. Control of Documents

The supplier shall maintain an effective documentation control system to ensure the correct revision of drawings and specifications are used at all times.

Should any Redmayne Engineering Ltd approved supplier use a sub-contracted approved supplier, the supplier is expected to flow-down customer requirements (specifications, drawings etc) including critical/key characteristic requirements where required.

3. Quality Records/Record Retention

The supplier shall keep records for a period of 15 years from the date of order completion. These records shall be stored in a manner which enables them to be readily retrievable and readable. Records to be retained (but no limited to) include:-

- Job Cards or Manufacturing Routers
- Inspection Information
- KC Data
- FAIR Records
- Test Reports
- Certificates of Conformity

4. Purchasing

Suppliers shall ensure that any product bought is purchased from an approved supplier which has been approved by the purchasing company.

A supplier shall not sub-contract work to a supplier which has not been approved by Redmayne Engineering Ltd and /or our customer.

5. Counterfeit Parts

The supplier shall be aware at all times of the possibility of **COUNTERFEIT** or **BOGUS ITEMS** being offered for sale. Adequate steps must be taken in order to eliminate the possibility of purchasing such items and to ensure traceability to a satisfactory source of manufacture.

6. Identification & Traceability

Configuration and identification of all components must be maintained throughout all stages of manufacturing.

All parts should be able to flow-back to the raw material (including sub-assemblies).

7. Control of Production

The supplier shall implement processes needed to ensure product safety during the life-cycle. Care shall be taken to ensure that Foreign Object Debris/Damage prevention measures are used (see section 10). Burrs are to be removed and components are to be handled and packaged in a manner that minimizes the risk of damage during manufacture.

Any Redmayne Engineering Ltd supplied equipment (gauges, tooling etc) shall be returned with each batch of components, unless otherwise agreed. Should an item at the suppliers premises be found to be out of calibration or become damaged it shall be returned to Redmayne Engineering Ltd for rectification/replacement.

The supplier shall ensure all inspection and verification activities have been completed prior to presenting the parts/components to Redmayne Engineering Ltd.

Boeing Flight Safety Parts (if applicable): The requirements for Flight Safety Parts are contained within the Boeing document EPB17-119 and apply when invoked by the Purchase Order.

When required, the supplier shall provide test reports for any product/material when requested including any critical/key characteristic data.

8. First Article Inspection Report (FAIR)

First Article Inspections shall be conducted in accordance with BS/EN9102 when requested on the Purchase Order. A FAIR is to be completed when any of the following conditions occur:-

- New part
- Change of issue status
- Change of manufacturing method
- Process change
- Change of manufacturing location

Any FAIR (full or partial) is to be accompanied by raw material data.

9. Control of Non-Conforming Product

The supplier shall communicate any instances of non-conforming product to Redmayne Engineering Ltd. Any returned components shall be clearly identified as non-conforming and reference documents should be endorsed as such to prevent it's unintended use or delivery.

Under no circumstances is non-conforming product to be disposed at a suppliers site without formal permission.

Redmayne Engineering Ltd shall be informed immediately where it is determined that non-conforming product has been detected by the supplier after delivery.

Should delivered non-conforming product be detected at Redmayne Engineering Ltd, a Supplier Corrective Action Report (SCAR form RF30) will be raised. The supplier shall take immediate action to contain the error and return the completed form within 28 days from receipt.

Redmayne Engineering Ltd will keep all instances of detected non-conformity and the response times to SCARs. This method is the basis for controlling our approved supply base and is according to our procedures. Appropriate action to minimize risk to our customers will be taken on those suppliers who are consistently supply poor quality product or services.

10. Foreign Object Debris/Damage (FOD)

Foreign Object Debris/Damage (FOD) is described as a substance, debris or article alien to an area or object which may potentially cause damage to the end user.

FOD may be found in packaging, on or in the product, or in the area where finished product is handled. Examples of FOD can include (but not limited to):-

- Swarf
- Pieces of broken tooling
- Spilled liquid
- Dirt, paper, dust, metal filings

FOD can cause scratches, remove any corrosion protection applied and if undetected, be included in the final assembly of which the component was intended – sometimes with disastrous consequences.

The supplier shall ensure FOD awareness is established within the organization and take appropriate action to eliminate occurrences of intended delivery of product containing FOD.

11. Delivery

All products are to be transported in suitable packaging to avoid contamination or damage during transportation. It is to be ensured the type of packaging used does not have a negative effect on the product.

As part of Redmayne Engineering Ltd's internal procedures, Redmayne Engineering Ltd monitors on-time delivery of all approved suppliers. This measure ensures to reduce risk of our customer receiving late product.

12. Certificate of Conformity

All suppliers shall provide a Certificate of Conformity with delivered product. The Certificate of Conformity should include as a minimum:-

Unique CofC number
Part number and issue
Quantity
Person authorizing the release
Date

13. Change Notification

The supplier shall notify Redmayne Engineering Ltd should any of the following situations occur:-

- Change in company ownership
- Change in manufacturing / testing location
- Change in manufacturing process (tooling, production equipment etc)
- Loss or gaining of approvals
- Senior organizational changes

14. Performance

It is a Redmayne Engineering Ltd requirement that all suppliers are assessed for quality and on-time delivery with the aim of receiving quality product on-time, in full. Performance data is analysed monthly where each supplier is graded. Assessments are made on a case by case basis and will:-

- Determine continued suitability of the supplier
- Determine the standard on incoming inspection required
- Determine whether the supplier will have any restrictions placed on future orders.

Redmayne Engineering Ltd are monitored against these quality and delivery performance statistics by our customers and relevant certification bodies. It is our intention to work with our suppliers to achieve a common goal to minimize any risks to our customers.

15. Ethics

Redmayne Engineering Ltd ensures all Redmayne Engineering Ltd employees are treated fairly, with dignity and respect. Our suppliers are also entitled to fair treatment. It is our intention to provide accurate, open and honest communication with our suppliers whilst maintaining the interests of Redmayne Engineering Ltd and our customers.

STANDARD CONDITIONS OF SALE

1. GENERAL

The acceptance of any quotation by Redmayne Engineering Limited (hereinafter called R.E.L.) or of any goods supplied, advice given, or service rendered by R.E.L. includes the acceptance of these Standard Conditions and no variation of, or addition to, the same shall be admissible even though included in, or referred to, in the document placing the order unless expressly agreed in writing and signed by R.E.L.

2. DURATION OF QUOTATIONS AND TENDERS

R.E.L. reserves the right to withdraw or cancel any quotation or tender without notice at any time prior to acceptance and quotations and tenders shall be deemed to be withdrawn if not accepted by orders from Customers within 60 days from the date thereof and are subject to confirmation at the time of acceptance.

3. ACCEPTANCE

The acceptance by a Customer of any quotation or tender must be accompanied by sufficient information to enable R.E.L. to proceed with the order forthwith, in default of which R.E.L. shall be at liberty to amend the same to any increase in cost which has taken place.

4. SPECIFICATIONS, DRAWINGS ETC.

All descriptions, dimensions, illustrations, particulars, specifications and statements advertised or submitted to the customer by R.E.L. are approximate and intended only to present a general description and R.E.L. accepts no liability for any error or omission therein.

5. DESCRIPTIONS

The descriptions and illustrations contained in catalogues, price lists and other leaflets or descriptive matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract and no report, representation or statement by any representative of R.E.L. not contained herein, shall be binding on R.E.L.

6. DELIVERY

R.E.L. will use its best endeavours to complete delivery of the goods in the period stated but accepts no liability in damages or otherwise for failure to deliver on time.

If R.E.L. has agreed to deliver the goods to the Customer and the Customer fails to notify R.E.L. of an address for delivery before or within 7 days of R.E.L. informing the Customer that the goods are ready for dispatch, the place of delivery shall be deemed to be at R.E.L. works and the goods shall be deemed to be delivered at R.E.L. works at the expiration of such 7 day period.

The Customer shall reimburse R.E.L. for any costs it incurs, including, without limitation, storage costs, as a result of the Customer's failure to take delivery on the due date.

7. PACKING

Standard packing is included in the price and all customer required packaging will be charged for as an extra cost. Whilst every care is taken in packing, R.E.L. do not accept any responsibility for damage to packing or goods during transit except as a result of R.E.L.'s negligence in performing its standard packaging or customer required packaging requested and paid for by the Customer.

8. TRANSIT

R.E.L. shall not be liable for claims in respect of goods damaged in transit or for shortages of the goods delivered unless the Customer notifies R.E.L. of the claim in writing within fourteen days of delivery or, in the event of loss of goods in transit, within 21 days of the date of consignment.

9. PAYMENT AND TITLE

Unless otherwise agreed, payment for the goods shall be made by the last day of the month following the month in which R.E.L. shall notify the customer that the goods are ready for dispatch and the title to the goods shall pass only on payment in full being made thereof.

R.E.L. may supply goods or services by more than one consignment and invoice each separately. Each such consignment shall be deemed to be a separate contract subject to these Conditions and the Customer shall pay to R.E.L.

the amount payable under the invoice for each consignment n.

All amounts due in respect of the goods under each consignment shall be paid in full without any deduction or withholding save as may be required by law and the Customer shall not be entitled to any set-off or counterclaim as against R.E.L.

10. PRICE

Unless otherwise stated, all prices quoted are ex R.E.L. works and exclusive of VAT and, subject to clause 2 above, are subject to change prior to acceptance of an order.

11. FORCE MAJEURE

Should R.E.L. be delayed in making delivery owing to any cause whatsoever beyond R.E.L.'s reasonable control, R.E.L. shall be at liberty to suspend or cancel the contract without incurring any liability for any loss and damage resulting therefrom.

12. LIABILITY FOR CUSTOMER'S PROPERTY DELIVERED TO R.E.L.

Any property of the Customer received by R.E.L. whether for incorporation in goods of R.E.L. or otherwise will be held by R.E.L. at the Customer's risk as regards loss or damage howsoever arising.

13. INSPECTION ACCEPTANCE

Where so agreed, the goods the subject of this contract shall be manufactured and released (a) in accordance with any approval requirements of the customer notified to R.E.L. in advance in writing; and (b) in relation to such of the details as are manufactured by R.E.L., by R.E.L. under its own system of inspection approved by the Customer. Inspection and release in accordance with the Customer's approved requirements shall constitute acceptance of the goods by the Customer and the Customer shall not be entitled to reject them.

14. WARRANTY

- (1) In the event of any defect in any goods sold by R.E.L. being discovered within a period of twelve calendar months from the date of delivery, R.E.L. shall as expeditiously as is reasonably possible, repair the defective item or at R.E.L.'s option supply a new item in place thereof, in either case free of charge.
- (2) R.E.L. shall not be liable to repair or replace any defect to the extent caused the Customer's failure to ensure the goods are used and maintained in accordance with any instructional handbook or other instructions (if any) issued or approved by R.E.L.
- (3) For the purpose of this warranty an item shall not be regarded as defective in design merely because some modification or alteration thereof is required to be made by an inspecting authority after delivery of the equipment.
- (4) This warranty shall not be extended to:
 - A. Any item which has been altered or repaired after delivery otherwise than by R.E.L. without R.E.L.'s written approval.
 - B. Any item from which R.E.L.'s trade mark, or name, or serial number has been removed or obliterated.
 - C. Wear and tear or any defect caused by negligence or mis-use or to defects occurring whilst the component is installed in any vehicle if such defect is caused by a faulty installation and unless R.E.L. shall have approved such installation system.
 - D. Any item which has been stored without adequate protection against damage and/or corrosion and/or deterioration.
 - E. Parts not of R.E.L.'s design and manufacture except that so far as is practicable R.E.L. undertakes to procure the assignment to the Purchaser of any rights which R.E.L. may have against its own suppliers.
- (5) Notice of any alleged defect shall be given to R.E.L. within 21 days after discovery thereof and such notice shall contain detailed particulars setting out the nature and ground of the claim.
- (6) If so required by R.E.L. the Customer shall send to R.E.L.'s works in England the item alleged to be defective and shall bear the pre-pay any packaging, carriage transportation charges and any other charges in respect of transit to R.E.L.'s works.
- (7) Any item so sent shall be properly packed and shall be marked and labelled with the Customer's name and number of the land, sea or aircraft from which it has been taken.
- (8) All risks during transit of any item so sent by the Customer or by R.E.L. shall be borne by the consignor.
- (9) The Customer will provide reasonable facilities for R.E.L.'s representative to investigate on the spot the circumstances of a reported failure or defect.

- (10) If any item is replaced by R.E.L. the original shall become R.E.L.'s property.
- (11) The provisions of this warranty are in substitution for and exclude all implied statutory or other warranties and conditions (whether as to fitness, quality, standard or workmanship or otherwise) and the provisions hereof shall override any alleged representation or collateral agreement to the contrary, except such an agreement in writing signed by an authorised representative of each party hereto.
- (12) Save as set out in this clause 14, R.E.L. shall be under no liability, whether in tort (including negligence), in contract or otherwise to the Customer or operator at any time in respect of the goods. The Customer shall use its best endeavours (and if successful shall notify R.E.L. accordingly within a reasonable time) to include a provision in any contract relating to the onward sale by the Customer of the goods to the operator of any land, sea or aircraft in which the goods are fitted to the effect that R.E.L. shall not have any liability to the operator beyond the limits of its liability set out in this clause 14.

15. INTELLECTUAL PROPERTY

If any goods to be supplied by R.E.L. are to be manufactured or assembled in accordance with the Purchaser's specifications or instructions, the Purchaser shall indemnify R.E.L. against all damages, penalties, costs and expenses to which R.E.L. may become liable or which it may incur as a result of such specifications or instructions infringing the intellectual property rights of any third party.

16. THIRD PARTIES

No person other than R.E.L and the Customer shall have any rights under the contract created by these Conditions and it will not be enforceable by any person other than the parties to it.

16. GOVERNING LAW AND JURISDICTION

The contract shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

Version Date: August 2011

Purchase Order Terms and Conditions

1. Definitions

In the Purchase Order, unless the context otherwise requires, the following expressions shall have the following meanings:

“Purchaser”	means Redmayne Engineering Ltd. of Gordleton Industrial Estate, Pennington, Lymington, Hampshire, SO41 8JD
“Supplier”	means the person or entity to whom this Purchase Order is issued
“Purchase Order”	means any order for goods or services submitted by the Purchaser to a third party to which these Terms and Conditions apply
“Contract”	means any contract for the supply of goods or services by the Supplier to the Purchaser arising from the Supplier’s acceptance of the Purchase Order
“Goods and Services”	means the goods and services specified in the Purchase Order and all parts and components of them and all work to be done by the Supplier as specified in the Purchase Order.
“Rights”	means all Intellectual Property Rights including but not limited to patents trade marks service marks registered designs applications for any of the foregoing copyright design rights know-how confidential information business names and any other similar or protected rights in any country

2. Existence of Contract

- 2.1 These Terms and Conditions apply to any purchase order for goods or services submitted by the Purchaser to a third party other than the orders in respect of which the Purchaser has expressly agreed in writing to different terms and conditions.
- 2.2 The Purchase Order is liable to cancellation unless accepted by the Supplier within 5 working days of the date of the Purchase Order. Acceptance of the Purchase Order shall be by means of any written acknowledgement whether or not the same purports to impose new conditions (unless such acknowledgement is expressly stated on its face to be a counter-offer) or on delivery of the goods or completion of the works.
- 2.3 The Contract shall incorporate the Purchase Order and any specifications, drawings or conditions referred to in it, the conditions set out below and all terms and conditions implied by law.
- 2.4 No variation or amendment of the Purchase Order or any oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of all parties.

3. Supply of Documents

- 3.1 The Supplier will
 - 3.1.1 provide detailed Advice Notes on dispatch of the goods or completion of any work;
 - 3.1.2 quote the Purchase Order Number in all matters relating to the Purchase Order including but not limited to Advice Notes, Invoices, Correspondence, Certificates and other documents; and
 - 3.1.3 provide invoices priced in units corresponding to quantities ordered and in which VAT will be shown as a strictly net item.

4. Price and Payment

- 4.1 Prices incorporated in the Purchase Order are inclusive of all costs relating to and incidental to delivery of the

goods and services to the Purchaser's works and the provision by the Supplier of Certificates of Conformity unless they are expressly stated to be otherwise. Prices incorporated in the Purchase Order are exclusive of VAT.

4.2 Any price for goods quoted by the Supplier and ordered by the Purchaser in a Purchase Order shall not be varied prior to full delivery of the goods and the Purchase Order is fulfilled. Any variation of price shall not be deemed accepted by the Purchaser unless agreed in writing between the Supplier and the Purchaser. Where the Purchase Order is marked 'Price to be agreed' no Contract shall exist between the Parties until the Purchaser provides the Supplier with written confirmation that the Prices are agreed.

4.3 Without prejudice to any other remedy the Purchaser may suspend or delay payment (without loss of any prompt payment advantage or discount) if the Supplier fails to comply with the provisions of the Purchase Order.

5. Time of essence

5.1 Time shall be of the essence of the Contract, and accordingly the Purchaser shall be entitled to cancel the Purchase Order without penalty in the event of late delivery.

5.2 The Supplier may deliver the goods up to five days before but no later than the delivery date specified in the Purchase Order. The Supplier shall reimburse the Purchaser for any costs, losses or liabilities incurred by the Purchaser (including any amounts which the Purchaser is liable to pay to its own customers) as a result of the Supplier's failure to deliver on the required delivery date.

5.3 If more than 90% of orders placed by the Purchaser in any three month period are delivered late, the Purchaser shall be entitled to cancel all outstanding orders placed by the Purchaser with the Supplier forthwith by notice to the Supplier in writing.

6. Delivery

6.1 The Supplier shall adequately pack and protect the goods against damage and deterioration and shall deliver them between Monday to Thursday 7.30 a.m. to 4.30 p.m., Friday 7.30 am. to 12.30 p.m. on the date stipulated in the Purchase Order at the Purchaser's works or such other place as may be stipulated by the Purchase Order.

6.2 The Purchaser shall have no responsibility for packing materials or cases.

6.3 The Supplier shall inform the Purchaser of the proposed delivery date and any proposed variation thereto at the earliest possible opportunity.

6.4 The Supplier shall indemnify the Purchaser against any expenses incurred to re-deliver any incorrectly delivered goods to the correct delivery point or return any items delivered in excess of the Order.

7. Specification and Samples

7.1 Where a Supplier is required to provide sample products, the samples must be accompanied by a completed Redmayne Engineering Ltd "sample submission report" and submitted for evaluation by the Purchaser before production or delivery of bulk supplies. Copies of the "sample submission report" are available to Suppliers on request.

7.2 The Supplier will supply the goods and services in accordance with the specification stated on the Purchase Order.

8. Warranty

8.1 The Supplier hereby warrants that any goods supplied and works performed under the Contract will be of satisfactory quality free from defects and in accordance with any specification required and or any agreed sample.

8.2 The Supplier shall at its own expense make good any defects which under proper use appear in the goods and

services during a period beginning on their delivery and ending 18 months after their delivery, use or other defects period stipulated by the Purchaser in the Purchase Order.

9. Rejection

9.1 If any goods or services do not conform to the Contract on any grounds at all (including but not limited to by reason of quality or being unfit for their purpose for which they are required) the Purchaser shall be entitled at its discretion and without prejudice to any other remedy to exercise one or more of the following rights:

9.1.1 reject the goods and services in whole or in part;

9.1.2 permit the Supplier to replace, repair or reinstate the goods or services so that they conform with the Contract; or

9.1.3 carry out or have carried out at the Supplier's expense such work as is necessary to conform the goods or services to the Contract at the Supplier's cost.

10. Quality Assurance

10.1 The Supplier and any of its approved sub-contractors will allow Redmayne Engineering Ltd's Quality Assurance audit to be undertaken by the Purchaser at their works as from time to time required.

10.2 Where the Purchase Order is placed in connection with an agreement under which special conditions are imposed by the Purchaser's customers the Contract will be subject to any special condition noted on the face of the Purchase Order. The Supplier and any of the agreed suppliers' sub-contractors will be bound by the terms of any special conditions, and in addition shall allow the Purchaser and the Purchaser's customers to carry out an audit at their works as from time to time required by any special conditions or to ensure compliance with the terms of the Contract.

10.3 The Supplier shall advise the Quality Manager at Redmayne Engineering Ltd. in writing of the 'Indication of Inspection Status' prior to any initial work. The Supplier acknowledges and shall comply with any applicable Redmayne Engineering Ltd. Internal Procedure documents, including RQP13 (Control Of Non-Conforming Material) and RQP6 (Purchasing) and associated Concessionary Procedures prior to any initial work. Copies of these documents are available on request.

10.4 The Supplier shall ensure that all components used in the manufacture of the goods the subject of the Purchase Order are identifiable and capable of being traced to their source and shall keep records of all goods supplied to the Purchaser and the components used therein and shall make such records available to the Purchaser on request.

11. Materials

11.1 All materials supplied by the Purchaser for the execution of this order shall be and remain the property of the Purchaser and the Supplier shall

11.1.1 keep those materials in good order and condition and are responsible for any loss or damage to them,

11.1.2 use those materials only for the purposes of the Contract;

11.1.3 return those materials carriage paid to the Purchaser on the Purchaser's request at any time or if no request is made on completion of the Contract.

12. Intellectual Property Rights

12.1 The Purchaser's Rights in all matters including but not limited to Tooling, Patterns, Jigs, Drawings, Designs or Specifications provided by the Purchaser remain the absolute property of the Purchaser.

12.2 The Supplier may only lawfully use or permit to be used such of the Purchaser's property and Rights as is required to fulfill the Contract in connection with the Contract. Any other use is expressly prohibited.

13. Confidentiality

13.1 The Supplier shall not use or divulge or communicate to any person other than those whose province it is to know the same or as permitted or contemplated by the Contract or with the written authority of the Purchaser or as may be required by law any confidential information concerning the Purchaser its products, know how, customers, business accounts, finance or contractual arrangements or other dealings transaction or affairs, which may be disclosed to the Supplier by the Purchaser under or in connection with the Contract.

14. Indemnities

14.1 The Supplier shall indemnify the Purchaser and keep the Purchaser fully and effectively indemnified against any and all losses claims damages costs charges expenses liabilities demands proceedings and actions, which the Purchaser may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of:

14.1.1 any claim or allegation that the Goods or Services infringe any intellectual property rights of any third party;

14.1.2 and which are not due to specifications provided by the Purchaser or to the Purchaser's negligence, recklessness or misconduct or any breach of its obligations under the Contract.

15. Liability

15.1 Notwithstanding anything else contained in the Purchase Order but subject to sub-clause 15.2 below, the Purchaser shall not be liable to the Supplier for loss of profits or contracts or any indirect or consequential loss or damage whether arising from negligence, breach of contract or any other cause of action arising out of the subject matter of the Purchase Order.

15.2 The Purchaser does not exclude liability for death or personal injury caused by their negligence, for fraud, or for any other matter the liability for which cannot be excluded by law.

16. Assignments and Sub-Contracting

16.1 The Supplier shall not assign the benefit of or sub-contract its obligations under the Purchase Order or the Contract in whole or in part without first obtaining the Purchaser's prior consent in writing, which the Purchaser may at its absolute discretion determine.

17. Waiver of Remedies

17.1 No forbearance, delay or indulgence by the Purchaser in enforcing the provisions of the Purchase Order or the Contract shall prejudice or restrict the rights of the Purchaser nor shall any delay at any time or for any period in enforcing its rights operate as a waiver of any subsequent breach so as to release exonerate or in any way affect the liability of the Supplier or be a waiver of:

17.1.1 their terms and conditions; or

17.1.2 the right of the Purchaser at any time afterwards to enforce each and every term and condition of the Purchase Order and or the Contract.

18. Interpretation

18.1 In the Purchase Order

18.1.1 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

18 1.2 Words importing the singular include the plural, words importing any gender include every gender, Words importing persons include bodies corporate and unincorporated and, (in each case vice versa)

18 1.3 The headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of the Purchase Order

19. General

19.1 The Contract shall be governed by and construed in accordance with the Laws of England and Wales. Each provision of the Purchase Order shall be construed separately and notwithstanding that any such provision may prove to be illegal or unenforceable the remaining provisions of the Purchase Order shall continue in full force and effect. The parties submit to the exclusive jurisdiction of the English Courts.

Revision date: September 2012