

Supplier Terms & Conditions

Scope.

These Terms & Conditions shall apply to all Suppliers that provide product to Industria Bearings & Transmissions Ltd.

Purpose.

To define and establish the requirements for products supplied and to ensure that all such products comply with the requirement of IBTL, the regulatory authority and any applicable Law.

To communicate these requirements, to the Supplier, plus their sub tier Suppliers, where necessary.

Definitions

"IBTL" means Industria Bearings & Transmissions Ltd.

"Supplier" means the provider of the goods.

"Order" means the Purchase Order (PO).

"Goods" means products, as specified.

"Invoice" means Tax Invoice as per the Goods and Services Tax Act.

"Law" means the laws of England and Wales.

Certification

- Any certification requirements will be as stated on the Order.
- All goods supplied which are sourced by a sub tier Supplier, must be made and supplied in accordance with **all** of the requirements of the IBTL purchase order and all of the requirements must be flowed down to the sub tier Supplier(s).
- If product has a limited shelf life, the Supplier must ensure that at least **80%** remains upon delivery.
- If a product has a limited shelf life, the manufacture/cure date and the expiry date must be advised on the Supplier's advice note and certification.
- It is the responsibility of the Supplier to issue a First Article Inspection Report in accordance with AS9102, the first time a product is supplied, or where there has been a lapse in supply of 24 months, or more, if a FAIR is requested on the Order.
- Where the Order states "**Leonardo**" the Supplier must ensure that the manufacturer is Leonardo approved for the part and all suppliers within the chain of supply (stockist & distributors) hold AS9100/9120 approval at the time of order.

Delivery Window

- Zero days late. Early deliveries will be accepted, but **ONLY** if they fall within the same calendar month as stated on the Order.
- Deliveries will not be accepted in the last working week of the month unless specifically requested on the Order.

Foreign Object Damage/Debris

- The Supplier shall maintain a Foreign Object Damage/Debris control program assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items.

General Requirements

- Any modification to the Order, unless agreed by IBTL in writing, will not be binding on IBTL.
- All goods must be packed, marked and transported as specified in the Order, and be packed in a suitable way to ensure product reaches IBTL in good condition.
- Drawing control must be in place at the manufacturer/Supplier. The current issue/revision, or that specified on the Order, must be used unless otherwise mutually agreed, or requested by IBTL, in writing.
- It is the responsibility of the Supplier to notify IBTL, in writing, in the event of changes in product, process, suppliers and manufacturing facility location that would affect the compliance of a product to drawing/standard.
- It is the responsibility of the Supplier to notify IBTL, in writing, of any organizational changes.
- Supplier shall maintain a calibration system, for all inspection and test equipment, in accordance with BS EN 9100 or ISO 9001.
- The Supplier must maintain a preventative planned maintenance schedule for the tooling that is used on the Supplier's site.
- Access to the Supplier's premises by IBTL's Customer Quality Assurance Representatives and/or regulatory authority representatives shall be allowed for the purpose of observation, audit or inspection of any work and pertinent documents relating to the order. The Supplier shall be required to provide adequate accommodation and/or services such that the representative can conduct his official duties.

Legal Requirements

- REACH, RoHS, RADIOACTIVE SOURCE DIRECTIVES. The Supplier shall ensure that the Goods/Equipment/Supplies complies with all of the following regulations and any amendments made thereto:
 1. Registration, Evaluation, Authorisation and restriction of Chemicals Regulation (EC) No. 1907/2006 (hereinafter referred to as REACH regulation); and
 2. Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment European Directives Nos. 2002/95/EC and 2011/65/EU (hereinafter referred to as RoHS); and
 3. Basic Safety Standards for the Protection of the Health of workers and the General Public Against the Dangers Arising from Ionising Radiation European Directive No. 96/29/EUROTOM. Where the Goods/Equipment/Supplies include Substances of Very High Concern (SVHC#s) in accordance with the provisions of the REACH regulation, or include any RoHS substances or are classed as a radioactive source, the Supplier shall immediately notify IBTL.
The Supplier is responsible for the recovery of any radioactive source or Goods/Equipment/Supplies containing any radioactive source once it ceases to be usable at no cost to IBTL or its Customer(s). For Goods/Equipment/Supplies which are exempt or the regulations do not apply <(>,<) the Supplier shall notify IBTL of a NIL return.
- The Supplier must advise IBTL in writing where they have knowledge of any “conflict mineral” being used in the manufacture of the product being supplied, including but not limited to, Tin, Tantalum, Tungsten or Gold sourced from the Democratic Republic of Congo, or its’ neighbouring Countries.

General Product Safety

- Directive 2001/95/EC on General Product safety (General Product Safety Regulations 2005 (SI 2005/1803)) shall apply to this Contract.

Notification of escaped defects

- When the Supplier identifies or becomes aware of nonconforming or suspect or counterfeit product/service that has escaped from the Supplier’s facility to IBTL, the Supplier shall notify IBTL within 72 hours. The Notification shall be in writing, addressed to IBTL, on the Supplier’s own letterhead.
- NOTE: For escapes that affect “Safety of Flight” (i.e. controls) the Suppliers shall submit all available information IMMEDIATELY.
- In the event of non-conforming product, the Supplier shall be responsible for any risk and costs involved with the return, and product disposition approval from IBTL.

Obsolescence and Last Time Buy Notification

- The Supplier should inform IBTL in writing, of any product that is known to be the subject of obsolescence, giving a last time buy notification date.

Counterfeit Parts

- The Supplier undertakes for itself and on behalf of its subcontractors that no counterfeit or replica parts have been used in the development and manufacture of the Equipment. Where it is discovered by IBTL, its Customer or their representatives that any part supplied by the Supplier in the performance of any Contract that incorporates counterfeit or replica parts, the Supplier shall be fully responsible for all costs, claims, expenses and damages associated with the replacement of all affected Equipment’s including recertification and re-procurement costs.

Ethical Conduct and Anti-Bribery Compliance

- The Supplier shall:
 - a) Comply with IBTL’s Code of Ethics in force from time to time;
 - b) Comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act. 2010.
 - c) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act. 2010 if such activity, practice or conduct had been carried out in the U.K.
 - d) Promptly report to IBTL any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the Contract.

The Supplier shall ensure that any person associated with it who is performing Services or providing Equipment in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.

Payment Terms

- Unless expressly stated on the Order, IBTL will pay for the Goods and/or Services as mutually agreed.
- Payment for the Goods and/or Services does not imply acceptance of the Goods and/or Services by IBTL.

Retention

- Where a product is ordered by IBTL, with traceability, it is a requirement that the Supplier retains records in any media form chosen, for a minimum period of 25 years.
- Prior to disposal of any record relating to traceable certification of a product, the Supplier shall seek written approval from IBTL.
- Records must remain legible, readily identifiable and retrievable.

Taxes

- The Supplier agrees to pay and discharge all applicable taxes, duties and imposts on the Goods and/or Services including taxes in relation to employees, custom duties, import or export licenses and port charges. The Supplier hereby indemnifies IBTL against any liability for such taxes, duties and imposts. IBTL retains the right to withhold monies due to the Supplier in respect of any unpaid taxes, duties and imposts where payment of such by IBTL is required by law or in relation to its contractual obligations, unless otherwise agreed.

Termination

- IBTL may terminate by written notice any part, or the whole, of the Order, if the Supplier breaches any of its terms or conditions, or if the Supplier commits any act of bankruptcy or insolvency.
- IBTL reserves the right to cancel or postpone the Order, or any portion thereof, without penalty, in the event that delivery and/or performance is not made within the specified time.

Warranty

- The Supplier warrants that the goods supplied shall conform to the specifications on the Order and be free from defects, copyright and patent infringements.
- The Supplier warrants and represents that all goods supplied will be free from all defects in design, workmanship and materials, and comply with the certification provided.
- All goods provided should be new and unused, unless otherwise agreed by IBTL in writing.
- The goods are subject to verification and approval after receipt by IBTL and without limiting any other rights it may have, IBTL may reject any product which contain defective design, workmanship or materials, do not conform to the specifications, do not include a valid IBTL order number, or have not been ordered. Goods rejected may be returned at the Supplier's risk and expense.
- Any repair procedures/operations require specific authorisation approval by IBTL.
- The Supplier shall comply with all applicable Export Regulations. I.e. International Traffic In Arms (ITAR) or Export Administration Regulations (EAR). The Supplier shall be responsible for obtaining any required licence, to export or re-export the product and its associated technical data and advising IBTL on the product certification, if a licence applies.

ANY OTHER CHARGES NOT SPECIFIED WILL NOT BE ACCEPTED

