

Terms and Conditions for Aerolux Limited (Purchasing)

1. This Purchase Order represents an agreement between Aerolux Ltd, a UK Limited company, herein referred to as Aerolux and the Supplier shown on the face of the Purchase Order. This Purchase Order shall not be binding on Aerolux until accepted by the Supplier.
2. Aerolux shall define the process and the product clearly on the Purchase order, including (if required) any specific customer requirements, if any amendments or additions are required during the process the information is forwarded to the Supplier.
3. The Supplier shall not assign or sub contract the provision of any part of the goods without Aerolux prior written consent. Where such consent is given the Supplier shall ensure that all obligations are flowed down, and that all Aerolux rights are fully preserved, in all such sub contracts and at every level of the supply chain.
4. All prices are firm, fixed and are not subject to any form of surcharge or variation. They include all cost with the exception of delivery, which may be charged at cost and VAT, which will be charged at the prevailing rate.
5. Aerolux shall make payment to the Supplier for all valid invoices within the terms already agreed or practiced between Aerolux and the Suppliers or within 60 days of the date of the invoice where no such agreement of practice exists. Aerolux reserves the right to withhold payment for any goods not supplied in accordance with the requirements of the Purchase Order provided that Aerolux has informed the Supplier of the reason for non-payment.
6. The Supplier shall ensure that the packaging used is adequate to protect the goods whilst in transit against damage of any kind.
7. Title and risk in the goods shall pass to Aerolux after the goods have been unloaded at the destination requested, if Aerolux arranges transport then the title and risk shall pass once the goods have been safely loaded on to Aerolux appointed vehicle. In either case this will be without prejudice to Aerolux right of rejection.
8. Time of delivery is essential and any failure to deliver the goods in accordance with the Purchase order or Supplier order confirmation, shall entitle Aerolux to cancel the order without payment, in respect of goods cancelled Aerolux may claim damages against the supplier and / or sub-contractor.
9. Should any such delay be attributable to Aerolux or an event beyond the reasonable control of the Supplier, then this will constitute an excusable delay and a reasonable adjustment to the contractual time of delivery shall be made. Any failure to deliver on the part of lower tier Suppliers is specifically excluded as an excusable delay unless such lower tier Supplier shall have been subject to an event beyond their reasonable control.
10. All release documents, advise notes and invoices shall bare the Purchase Order number. Release documents and advise notes shall accompany the goods. The invoice shall be addressed to the Purchasing Department.
11. Aerolux reserve the right to reject any goods which fail to satisfy the requirements of the Purchase Order. This includes items which are shown to be faulty in design, quality or workmanship, also due consideration to prevention of use of counterfeit parts by ensuring full traceability back to source, in the case of breakdown or failure of any description due to defective materials or workmanship Aerolux shall have the option of either replacing the goods or requiring replacement by the Supplier, in either case entirely at the Supplier's cost, including all costs properly incurred by Aerolux. Any Sub Contractors contracted by Aerolux will be liable for a minimum of 3 times the treatment cost where parts are deemed to be scrapped
12. The Supplier shall maintain a Quality System suitable to support the delivery of Quality goods to Aerolux. Provision must be made by the Supplier for right of access for Aerolux, Customers and Regulatory Authorities to all facilities and applicable records involved in the Purchase Order. This Purchase Order is in aid of customer contract and maybe subject to Quality activity at the suppliers works by Aerolux, the Customer or the Customers Representatives. The Supplier shall provide at no additional cost to Aerolux or to the customer such reasonable office accommodation, facilities and assistance as Aerolux or the customer may require. Such accommodation shall be adequately furnished, lighted, heated, and ventilated and shall include suitable cloakroom and telephone facilities. The Supplier shall retain all records relating to the goods delivered for a minimum of twenty years after delivery.

13. The Supplier undertakes to supply all information necessary for the goods to be stored, handled and used safely. For all goods covered by product safety data sheets and / or COSHH data sheets such data sheets shall be supplied with each consignment against this Purchase Order.
14. All goods supplied shall be manufactured and supplied in accordance with all relevant technical specifications, process specifications and performance specifications. Unless specified to the contrary the latest revision or issue status of the above approved design data shall be used.
15. The Supplier warrants that it has legal right to transfer title in all goods supplied and that all such goods are free in any lien. The Supplier warrants that all goods supplied shall comply with any statute, statutory rule, order or other instrument having the force of law applicable at the time of delivery. The Supplier further warrants that all goods supplied shall comply in all respects with the requirements of this Purchase Order, including conformance to relevant technical specifications, process specification, performance specifications, descriptions and samples, where applicable, and that all goods supplied shall continue to same for a period of no less than 36 months after delivery. Should any of the above warranties be breached the Supplier shall repair or replace the goods at no cost to Aerolux.
16. Should the Supplier be unable to meet any of the above requirements, full details of any non-conformance must be supplied without delay to the approved signatory on the Purchase Order. These details should include any request to accept any non-conformity together with reasoning to support such a request. This request will be evaluated and a reply will be forthcoming, if approval is given this will be shown in the form of a written amendment confirming the changes and any conditions to be applied thereto.
17. All goods with a restricted shelf life shall have a minimum of 75% of their shelf life remaining at the time of delivery unless Aerolux prior written approval is given. In addition, such items shall be supplied complete with a copy of the certification from the original manufacturer and shall be clearly identified on their packaging and release documentation with the relevant cure date of manufacture, shelf life and / or time expired date.
18. The Supplier shall ensure personnel are trained, competent and suitably qualified to carry out tasks to ensure conforming product is supplied and are aware of their contribution to product conformity, safety and ethical behavior.
19. The supplier shall ensure that the Purchase Order is performed in conformity with their AS9100 Approved Quality system. The goods shall be released on a C of C or approved certificate (all other approval holders)
20. Aerolux reserves the right to request an amendment to this Purchase Order at any time, if such a request requires additional work or inconvenient the Supplier, an agreed equitable adjustment will be made to the price and / or the delivery date.
21. Aerolux may at its absolute discretion cancel this order at any time giving notice to the Supplier. Should this right be exercised for any reason other than default by the supplier then Aerolux shall pay the Supplier a reasonable price in respect of goods and materials purchased or made solely in support of this purchase order but shall otherwise be free from any liability. Such reasonable price will be reached through mutual agreement and shall in any case not exceed in total the price that would have been paid had the Purchase Order been completed.
22. Should the Supplier fail to comply with any of the requirements of this Purchase Order the supplier shall be deemed to be in default. In this event without prejudice to any other remedy. Aerolux reserves the right to cancel the Purchase Order without payment whatsoever in respect of the goods cancelled and where appropriate, to claim damages against the Supplier.
23. Without prejudice to any other remedy, Aerolux reserves the right to cancel the Purchase Order summarily by written notice and without compensation if the Supplier becomes bankrupt, has a receiving or administration order made against them or makes a composition or arrangements with or for their creditors or being a company, passes a resolution that the company be wound up or if circumstances occur entitling a person or the court to appoint a Manager, Receiver or Administrator to make a winding up order.
24. The transaction is confidential between Aerolux and the Supplier and neither party shall advertise or disclose either the transaction or any information gained from the other party as a transaction without prior written of the other party.

25. All notices will be deemed to have been lawfully served to either party at the address or email stated on the face of the Purchase Order.
26. This Purchase Order is an agreement made in England and is subject to the laws of England and the exclusive jurisdiction of the English courts.
27. In the event of any dispute, Aerolux and the supplier shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the Purchase Order but should be passed through the levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution after involving the chief executive's officers of each party the matter shall be passed for arbitration in accordance with the Arbitration Act 1996. Any such Arbitration shall take place in London, England.
28. Any failures by Aerolux to enforce any right afforded it under the terms of this Purchase Order, shall not constitute a waiver of its right to enforce such a right at a later unless such a failure is specifically granted as a waiver of that particular right by Aerolux.
29. The Supplier shall maintain a Quality System to ensure that all goods or raw materials supplied under this purchase order, including those including those supplied by Sub-Contractors at any level of the supply chain, do not contain or counterfeit parts.
30. Safety risk management – interface between organisations
 - Sub-contractor / Suppliers shall communicate clear assignment of task allocation, responsibilities and authorities
 - Safety risk management should focus on hazard identification and risk assessment, with identification of all parties involved and the existence of clear reporting lines, both for occurrence reporting and progress reporting.
31. The Supplier Shall:
 - Comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Anti Bribery Act 2010 and not engaged in any activity, practice or conduct which could constitute an offence under the Bribery Act 2010
 - Promptly report to Aerolux any request or demand which if complied with would amount to a breach of these conditions
 - Ensure that any Person or Supplier associated with its person terms equivalent to those imposed on the Supplier in this condition
 - Indemnify Aerolux against any loss suffered as a consequence of breach by the Supplier of this provision, which shall be deemed a material breach entitling Aerolux to terminate this Purchase Order immediately.
32. The Supplier will not engage in modern Slavery Practice.
The Supplier Will;
 - Conduct proper and detailed checks on any agency or person used by the Supplier to provide labour, employees, contractors or other persons to undertake tasks for the supplier (in each case whether on a permanent or temporary basis) to ensure that any agency or person does not engage in any modern slavery practice
 - Provide the customer (at the suppliers cost) with such reasonable assistance and information as the customer may reasonably require from time to time to enable the customer to
 - ❖ Perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Slavery Laws or as reasonably required by the customer
 - ❖ Prepare a slavery and human trafficking statement as required by Section 54 Modern Slavery Act 2015 and to include the matters referred to in Section 54(5) of the Act;

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- ❖ Conduct due diligence and to measure the effectiveness of the steps the Customer is taking or wish to take to ensure that Modern Slavery Practices are not taking place in the Customers business or supply chains;
- Permit the customers and any persons nominated by the customers for this purpose (and any regulator of the customer's or the customers group companies) to have access on demand to the suppliers premises, personnel systems, books and records as the customer and any regulator of the customer's or the customer's group of companies may reasonably require to verify the supplier's compliance with this Clause13.3, the Supplier warrant to the Customer that the Supplier responses to any anti-slavery due diligence questionnaire issued to the Supplier by the Customer or on the Customer's behalf are and/or shall be complete and accurate.