

### **Terms and Condition of Purchase**

1. This Purchase Order represents an agreement between PPA Ltd, a UK limited company, hereinafter referred to as PPA and the Supplier shown on the face of the Purchase Order. This Purchase Order shall not be binding on PPA until accepted by the supplier.
2. The Supplier shall deliver the goods listed on the Purchase Order to PPA at the address shown on the face of the Purchase Order.
3. The supplier shall not assign or subcontract the provision of any part of the goods without PPA's prior written consent. Where such consent is given the Supplier shall ensure that all obligations are flowed down, and that all PPA rights are fully preserved, in all such subcontracts 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 costs with the exception of delivery, which may be charged at cost, and VAT, which will be charge at the prevailing rate.
5. PPA shall make payment to the Supplier for all valid invoices within the terms already agreed or practiced between PPA and the Supplier or within 60 days of the date of the invoice where no such agreement or practice exists. PPA reserves the right to withhold payment for any goods not supplied in accordance with the requirements of the Purchase Order provided that PPA 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 PPA after the goods have been unloaded at the destination requested. If PPA arranges transport then title and risk shall pass once the goods have been safely loaded on to PPA's appointed vehicle. In either case this will be without prejudice to PPA's right of rejection.
8. Time of delivery is of the essence of this Purchase Order. With prejudice to any other remedy, any failure to deliver the goods in accordance with the Purchase Order shall entitle PPA to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and to claim damages against the supplier. Should any such delay be attributable to PPA 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.
9. All release documents, advise notes and invoices shall bear the Purchase Order number. Release documents and advise notes shall accompany the goods. Invoices shall be addressed to the Purchasing Admin Office. The supplier must retain these documents for a period of no less than 40 years from the date of issue.
10. PPA reserves the right to reject any goods which are shown to be faulty in design, quality or workmanship or which fail to satisfy the requirements of the Purchase Order. Without prejudice to any other remedy, in the case of breakdown or failure of any description due to defective materials or workmanship PPA 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 PPA.
11. Provision must be made by the Supplier for "Right of Access" for PPA, our customers and regulatory bodies to all facilities and applicable records involved in the order.
12. 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 C.O.S.S.H data sheets, such data sheets shall be supplied with each consignment against this Purchase Order.
13. 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.
14. The Supplier warrants that it has the legal right to transfer title in all goods supplied and that all such goods are free of 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 specifications, performance specifications, descriptions and samples, where applicable, and that all goods supplied shall continue to conform to same for a period of no less than 12 months after delivery. Should any of the above warranties be breached the Supplier shall repair or replace the goods at no cost to PPA.
15. 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 change and any conditions to be applied thereto.
16. All goods with a restricted shelf life shall have a minimum of 75% of their shelf life remaining at the time of delivery unless PPA's 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, date of manufacture, shelf life and / or time expired date.
17. The Supplier shall maintain a Quality Assurance system suitable to support the delivery of Quality Assured goods to PPA. This purchase order is in aid of a customer Contract and maybe subject to quality assurance activity at the Supplier's works by PPA, the customer or the customer's representative. The supplier shall provide at no additional cost to PPA or the customer such reasonable office accommodation, facilities and assistance as PPA or the customer may require. Such accommodation shall be adequately furnished, lighted, heated and ventilated and shall include suitable cloakroom and telephone facilities.
18. The Supplier shall be responsible for retaining all documentation relating to the item (including, as applicable, manufacturing and support documentation) for the duration of the contract but in no event less than the period required by law and/or the relevant aviation Authority.

- In addition, a copy of such documentation shall be made available to the Purchaser upon request, and in any event, on expiry or termination of the contract. Documents shall be retained in a legible form for a minimum period of 40 years from date of issue.
19. The Supplier shall ensure that the Purchase Order is performed in conformity with their EASA approved quality system. The goods shall be released on a EASA form 1 (EASA 21G Manufacturing or EASA 145 Maintenance approval holder) or approved certificate (all other EASA approval holders).
  20. PPA reserves the right to request an amendment to this Purchase Order at any time. If such a request requires additional work or inconvenience to the Supplier, an agreed equitable adjustment will be made to the price and /or the delivery schedule.
  21. PPA may at its absolute discretion cancel this order at any time by giving written notice to the Supplier. Should this right be exercised for any reason other than default by the Supplier then PPA 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, PPA reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and, where appropriate, to claim damages against the Supplier.
  23. Without prejudice to any other remedy, PPA 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 PPA and the Supplier and neither party shall advertise or disclose either the transaction or any information gained from the other party as a result of the transaction without the prior written permission of the other party.
  25. All notices will be deemed to have been lawfully served if sent to either party at the address or fax number 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, PPA and the supplier shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution after involving the chief executive 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 failure by PPA 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 date unless such failure is specifically granted in writing as a waiver of that particular right by PPA.
  29. The Supplier shall maintain a quality system to ensure that any goods or raw materials supplied under this Purchase Order, including those supplied by subcontractors at any level of the supply chain, do not contain suspect or counterfeit parts.
  30. The Supplier shall: a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engaged in any activity, practice or conduct which could constitute an offence under the Bribery Act 2010; b) promptly report to PPA any request or demand which if complied with would amount to a breach of this condition; c) ensure that any person or supplier associated with it who is providing goods or services in connection with this order does so only on the basis of a formal agreement which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition; d) indemnify PPA against any losses suffered as a consequence of any breach by the Supplier of this provision, which shall be deemed a material breach entitling PPA to terminate this Order immediately.
  31. For Suppliers or their NDT sub-contractors that provide either NDT Services or Sub Contract NDT personnel to PPA, or conduct NDT as part of its manufacturing, repair or overhaul process, the Supplier shall ensure that Training and Authorisation of Non Destructive Testing (NDT) personnel within the Suppliers organisation and their NDT Sub-contractors is being controlled and carried out in accordance with the requirements of CAA Document, CAP 747, Generic Requirement No.23 and EN4179. The Supplier shall identify and appoint a NDT Level 3 individual responsible for this control and shall flow these requirements to their NDT sub-contractors. Evidence of such control, including the details of the Responsible/Nominated NDT Level 3 of the Supplier or their NDT sub-contractors responsible for maintaining this control, shall be provided to PPA on request. The supplier shall be responsible for informing PPA Supplier Quality if the NDT Level 3 at the Supplier or their NDT sub-contractors changes. (Not applicable to COTS Purchases)