

1. Interpretation

1.1 In these Conditions:

"Buyer" means Plasma Coatings Limited (Registered in England under number 1032072). "Buyers Goods" means goods belonging to or supplied by the Buyer upon which the Seller will perform the services in accordance with these Conditions.

"Conditions" means the standard terms and conditions of purchase set out in this document and unless the context requires otherwise includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"Contract" means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services.

"Delivery Address" means the address stated on the Order.

"Goods" means the goods (including any instalment of the goods or any part of them) described in the Order and, in clauses 5 and 6 of these conditions, reference to "the Goods" includes a reference to the Buyer's Goods unless stated otherwise.

"Order" means the Buyer's purchase order to which these Conditions are attached.

"Price" means the price of the Goods and/or the charge for the Services, "Seller" means the person so described in the Order.

"Services" means the services (if any) described in the Order.

"Specification" includes any plans, drawings, data, computer software or other information relating to the Goods or Services.

"VAT" means value added tax.

"Writing" includes telex, cable, facsimile transmission and comparable means of communication.

1.2 In these Conditions:

1.2.1 any reference to a statute or a provision of a statute will be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.2.2 reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule of or to these Conditions.

1.2.3 clause headings are inserted for ease of reference only and will not affect the construction of these Conditions.

1.2.4 words or phrases implying any gender includes both genders.

2 Basis of purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 These Conditions will apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported so be accepted by the Seller.

2.3 The Order will lapse unless unconditionally accepted by the Seller in Writing within 7 days of its date.

2.4 No variation to the Order or these Conditions will be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

3. Specifications and Quality Clauses

3.1 The quantity, quality and description of the Goods and the Services will, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, is and will remain the exclusive property of the Buyer. The Seller will not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract and will promptly return it to the Buyer on demand and in any event on completion of the Contract.

3.3 The Seller will comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing end delivery of the Goods and the performance of the Services.

3.4 By accepting this purchase order, the seller shall further permit the right of access to a quality audit by the purchaser, their customers or relevant regulatory authorities as applicable. This access may include verification and inspection of Goods during manufacture, processing or storage including quality of work, materials and records at any place including the plant of the supplier.

3.5 It as a result of inspection or testing the Buyer is not satisfied that the Goods comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller will take such steps as are necessary to ensure compliance.

3.6 The Goods will be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.7 The Seller shall only supply goods, products or services that fully comply with the Purchase Order unless variation or permit to order has been agreed by the buyer including any non conforming product(s).

3.8 The seller shall notify the buyer of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain buyer approval.

3.9 The Seller shall flow down to the supply chain the applicable requirements, including customer requirements

3.10 Where applicable, the seller will retain all quality documents and/or records in compliance with any Aerospace prime requirements (e.g. Rolls Royce RR9000-SABRe)

3.11 The seller (supplier) will notify the buyer (purchaser) of any non conforming product and obtain approval before any disposition.

3.12 The seller shall implement a Quality Management System (QMS).

3.13 The seller shall prevent the use of counterfeit parts.

3.14 The seller shall ensure their awareness and contribution to product or service conformity, product safety and the importance of ethical behavior.

4 Price of the goods and services

4.1 The Price of the Goods and the Services will be as stated in the Order and, unless otherwise as stated, will be:

4.1.1 exclusive of any applicable VAT (which will be payable by the Buyer subject to the receipt of a VAT invoice); and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than VAT.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without prior consent of the Buyer in Writing.

4.3 The Buyer will be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller whether or not shown on its own terms and conditions of sale.

5 Terms of payment

5.1 The Seller will be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice will quote the number of the Order.

5.2 Unless otherwise stated in the Order, the Buyer will pay the Price of the Goods and/or the Services within 30 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.

5.3 The Buyer will be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6 Delivery

6.1 The Goods and/or the Buyer's Goods (after the Services have been performed by the Seller) will be delivered to, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Seller will give the Buyer reasonable notice of the specified date.

6.3 The time for delivery of the goods and for performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered, or the Services are to be performed, by installments, the Contract will be treated as a single contract and not severable.

6.6 The Buyer will be entitled to reject:

6.5.1 any Goods (excluding Buyer's Goods) which are delivered and/or

6.5.2 any Buyers Goods upon which the Services have been performed and which are re-delivered and/or

6.5.3 any Services which are not in accordance with the Contract, and will not be deemed to have accepted any Goods and/or Buyer's Goods and/or Services until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods, the Buyer's Goods or the Services (as the case may be) has become apparent.

6.7 The Seller will supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.8 The Buyer will not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer

6.9 In the case of a contract for the provision and acquisition of Services:

6.9.1 The Buyer will at its own expense deliver the Buyer's Goods to the Seller at the address of the Seller's premises and at the time stated in the Order to enable the Seller to provide the Services.

6.9.2 Any dates referred to in the Order for the delivery referred to in clause 6.9.1 are approximate only and accordingly:

6.9.2.1 the Buyer will not be liable for any delay in delivery of the Buyer's Goods however caused and

6.9.2.2 time for delivery will not be of the essence of the contract unless previously agreed by the Buyer in Writing

6.9.2.3 the Buyer's Goods may be delivered by the Buyer in advance of the quoted delivery date upon giving reasonable notice to the Seller.

7 Risk and Property

7.1 In the case of a Contract for the sale and purchase of Goods:

7.1.1 Risk of damage to or loss of the Goods will pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.1.2 The property in the Goods will pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it will pass to the Buyer once payment has been made end the Goods have been appropriated to the Contract.

7.2 In the case of a Contract for the provision and acquisition of Services:

7.2.1 risk of damage to or loss of the Buyer's Goods will pass to the Seller upon delivery of the Buyer's Goods to the Seller's premises or into the possession of the Seller for the purpose of the provision and acquisition of Services.

7.2.2 risk of damage to or loss of Buyer's Goods will pass back to the Buyer at the time of delivery of the Buyer's Goods by the Seller to the Buyer in accordance with the Contract.

7.2.3 the Seller will:

7.2.3.1 maintain its own cost a comprehensive policy of insurance to cover the risk of any loss of or damage to the Buyer's Goods whilst on the Seller's premises and

7.2.3.2 produce the policy of insurance referred to in clause 7.2.3.1 and/or evidence of payment of the last premium due under that policy to the Buyer on demand.

7.2.4 The property in the Buyer's Goods will at all times remain vested in the Buyer.

8 Warranties and liability

8.1 The Seller warrants to the Buyer that the Goods:

8.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order was placed;

8.1.2 will be free from defects in design, material and workmanship;

8.1.3 will correspond with any relevant Specification or sample; and

8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.

8.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard quality as it is reasonable for the Buyer to expect in all the circumstances.

8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer will be entitled:

8.3.1 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or

8.3.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.4 The Seller will indemnify the Buyer in full against all liability loss, damages, costs, expenses (including legal expenses) and interest awarded against or incurred or paid by the Buyer as a result of or in connection with:

8.4.1 breach of any warranty given by the Seller in relation to the Goods or the Services;

8.4.2 any claim that the Goods infringe, or their importation, use or resale, infringes, and/or the supply of the Services infringes, the patents, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

8.4.4 any act or omission of the Seller or its employees, agents or subcontractors in supplying, delivering and installing the Goods; and

8.4.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services

8.4.6 without prejudice to the generality of clause 8.4.5, any loss of or damage to the Buyer's Goods whilst on the Seller's premises and any other loss or damage arising directly or indirectly as a result or consequence of such loss or damage.

8.5 Neither the Seller nor the Buyer will be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or Services, if the delay or failure beyond to that party's reasonable control. Without prejudice to the generality of the foregoing, the following will be regarded as causes beyond either party's reasonable control:

8.5.1 Act of God, explosion, flood, tempest, fire or accident;

8.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.5.3 acts, restrictions, regulations, Bye-laws, prohibitions or measures of any kind the part of any governmental, parliamentary or local authority;

8.5.4 import or export regulations or embargoes;

8.5.5 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees or either the Seller or the Buyer or of a third party);

8.5.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.5.7 power failure or breakdown in machinery.

9 Termination

9.1 The Buyer will be entitled to Cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability will be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

9.2 The Buyer will be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

9.2.1 The Seller makes any voluntary arrangements with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

9.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

9.2.3 the Seller ceases, or threatens to cease, to carry on business; or

9.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10 General

10.1 The Buyer is a member of the Plasma group of companies, and accordingly, the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member will be deemed to be the act or omission of the buyer.

10.2 The Order is personal to the Seller and the Seller will not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

10.3 Any notice required or permitted to be given by either party to the other under these conditions will be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.4 No waiver by the Buyer of any breach of the contract by the Seller will be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected as a result.

10.6 The Contract will be governed by the laws of England, and the Seller agrees to submit to the non-exclusive jurisdiction of the English courts.