

CONDITIONS OF ORDER

ACKNOWLEDGEMENT

You are requested to acknowledge this by return of post.

OFFICIAL ORDER

No order is valid unless made out on this company's order form addressed to the supplier. The number of the order must be quoted on all documents and correspondence

ADVICE/RELEASE NOTE

To be sent by post at the same time as the goods are dispatched.

INVOICE

To be sent on the dispatch of goods, where prices have been agreed.

STATEMENT

To be rendered monthly for payment for goods delivered.

PRICES

Where firm prices are quoted on this order NO ALTERATION maybe made WITHOUT our WRITTEN CONSENT and commencement of work on the goods comprising this order will be deemed to constitute acceptance of the prices stated in this order. If this order is marked 'price to be agreed' quotations must be submitted and OUR OFFICIAL AMENDMENT confirming the price must be in your possession before the goods are invoiced.

CARRIAGE

Delivery to be carriage paid to the address at the head of this order unless otherwise stated in this order and at suppliers risk unless otherwise agreed.

PACKING

To be clearly marked with the consignee's name and address and with our order number.

ACCEPTANCE

All goods are subject to approval after delivery. We reserve the right to reject any of the goods ordered which do not reach the approved standard of design, material, workmanship or quality, or which do not come up to sample or standard specified and to return such goods at suppliers expense and risk, and, if we think fit to cancel any unexpected part of the order. Our representative, our Customer and regulatory authorities are to be allowed to visit your works at any time, to check the work in progress, and have access to all facilities involved in the Order, and all applicable records. In the event of the suppliers failure to deliver the goods by the date specified, or failure to supply the goods in accordance with the said approved standard or otherwise as herein, then in addition to any other rights mentioned to these conditions, a sum by way of reasonable damages shall be payable to us in respect of the loss suffered by us. It is the Supplier's responsibility to notify us of any non-conforming product, and any changes in the product and / or process definition, and where required, obtain acceptance from us in writing.

DELIVERY

Delivery dates shall be strictly in accordance with this order and we reserve the right to cancel the contract at any, unexecuted part thereof, if you fail to delivery goods by the date specified. In the event of a complete or partial stoppage of work at our premises due to force majeure, fire, strike, lockout, floods, riot, civil commotion, government action, change of official standards or requirements, or reasonable cause, deliveries may be partially or wholly suspended by us, during or after such stoppage.

ACCEPTANCE OF CONDITIONS

Acceptance of order shall constitute acceptance of these conditions and any qualifications which may appear in the supplier's acceptance or otherwise shall be without effect unless expressly

accepted by us in writing.

SUB-LETTING

This order, or any part thereof, shall not be sublet, assigned or otherwise disposed of without our previous consent.

BREAK

This order is determinable at any time by our giving you notice in writing. On receipt of such notice you will cease production on this order and deliver all material, components and partly finished components in accordance with our detailed instructions. We shall pay a fair reasonable price for all work delivered.

VESTING

Any material purchased or allocated by you for the purpose of this order, and any work done thereon, shall immediately vest in us.

*** GOVERNMENT CONTRACTS**

Where a Min. of Tech. Contract No. is quoted on the face of this order, the order is subject, where applicable, to the "Standard Conditions of Government Contracts for Store Purchases" (Form CCC/Stores/T) as supplemented by Form 6/49 together with all amendments thereto and other special Conditions.

USE OF INFORMATION

All designs, drawings, specifications and information supplied in connection with this order are confidential, and their use must be strictly confined to your own works and to the purposes of this order; the particulars contained therein and in other matter issued in connection therewith must not be disclosed to anyone other than your employees, without our written consent. They must be used solely for the purpose of manufacturing the articles, or parts thereof, deliverable under this contract and no similar articles or parts may be made for any other purpose except with our previous consent in writing. All such designs, drawings, specifications and information and all copies thereof must be returned to us on the completion of the order.

FREE ISSUE MATERIAL

When material is issued on a free-issue basis you will replace at your own expense any such material scrapped in excess of the scrap allowance given. All free issue material shall remain our property and all work done thereon shall immediately vest in us.

SAFE CUSTODY

The safe custody of all jigs, tools, patterns, dies and like belonging to us and all of the free issue material, vested material and work done on each whilst in your possession, custody or control is your absolute responsibility and you will adequately insure all such material and items, and work done thereon against loss or damage.

CASTINGS

Part orders shall not be accepted against order quantities stated. Payment of invoices will only be issued upon receipt of FULL ORDERED quantities. Any shortfalls or order quantity shall only be accepted upon written consent from ESL. On applicable Castings where Approval is required, payment for any patterns, tooling, macros or mark outs will only be authorised on receipt of Approval from our customer.

Quality Tolerances in accordance with BS4114 are not applicable to this order.

E-mail: sales@eslengineers.co.uk

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