

# Axium Conditions of Purchase

## 1. Interpretation

1.1. In these Conditions:

"Buyer" means Axium Process Ltd, Hendy Industrial Estate, Hendy, Swansea, SA4 0XP

"Goods" means any item or services of whatsoever nature which is to be purchased by the Buyer

"Seller" means the person who sells or agrees to sell any goods or services

"Conditions" means the conditions set out in this document.

"Contract" means the contract for the purchase by the Buyer and sale by the Seller of the Goods.

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. Basis of the purchase

2.1. The Buyer shall purchase, and the Seller shall sell the Goods in accordance with any oral or written quotation of the Seller which is accepted by the Buyer, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions which may be specified or purported to be specified by the Seller.

2.2. No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Buyer. The Buyer's employees or agents are not authorised to make any representations concerning the purchase of the Goods unless confirmed by the Buyer in writing. In entering into the Contract the Seller acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not confirmed in writing.

## 3. Orders and specifications

3.1. No offer submitted by the Seller shall be deemed to be accepted by the Buyer unless and until confirmed in writing by an authorised representative of the Buyer.

3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3. The quantity, quality and description of and any specification for the Goods shall be those set out in the Buyer's order (if accepted by the Seller) or the Seller's quotation (if accepted by the Buyer).

3.4. All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended to present accurately the Goods described therein and shall form part of the Contract.

3.5. If the Goods are to be manufactured or any process is to be applied to the Goods by the Buyer in accordance with a specification submitted by the Seller, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with, or paid or agreed to be paid by the Buyer in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Buyer's use of the Seller's specification.

3.6. The Buyer reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Buyer's specification which do not affect their quality or performance.

3.7. No quotation which has been accepted by the Buyer may be cancelled by the Seller except with the agreement in writing of the Buyer. If any stocked Goods are returned by the Buyer through the fault of the Buyer, and they are returned in a good and unused condition, the costs of return will be borne by the Buyer and no restocking charge will be made.

## 4. Price of Goods

4.1. The price of the Goods shall be the Seller's quoted price. Where the goods are supplied for export from the United Kingdom the Seller's published price list current at the date of contract shall apply. All prices quoted are valid for thirty days or until earlier acceptance by the Buyer after which time they may not be altered by the Seller.

4.2. On acceptance of the quotation by the Buyer, the Seller may not at any time before delivery increase the price of the Goods unless the Buyer agrees to this in writing, unless the specification or change in delivery dates is requested by the Buyer in writing.

4.3. Except as otherwise stated explicitly under the terms of any quotation to the Buyer or otherwise agreed in writing between the Seller and the Buyer all quotations are accepted by the Buyer on a packed, insured and delivered basis.

## 5. Terms of payment

5.1. Subject to any special terms agreed in writing between the Seller and the Buyer, the Seller shall deliver the Goods to the Buyer for the agreed price of the Goods.

5.2. If the Seller fails to deliver the Goods by the due date then without prejudice to any other right or remedy available to the Buyer, the Buyer shall be entitled to:-

5.2.1. cancel the contract or suspend any further deliveries from the Seller;

5.2.2. stop any payment made to the Seller for such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Buyer may think fit

5.3. Payment shall be made in sterling and shall take effect upon sending of cash, banker's draft or bank transfer to the Seller's bank account or upon a cheque tendered by the Buyer being cleared for payment.

## 6. Delivery

6.1. Delivery of the Goods shall take place upon receipt of the Goods at the Buyer's premises unless otherwise agreed. In such event delivery shall be deemed to take place once the Goods have been received by the Buyer and are to the ordered specifications and quality.

6.2. Any dates quoted for delivery of the Goods are to be taken as firm and the Seller shall be liable for any delay in delivery of the Goods. Time for delivery shall be of the essence unless previously agreed by the Buyer in writing. The Goods may be delivered in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3. Should the Seller be prevented from or hindered in delivery the Goods or any part thereof by reason of war, riot, explosion, fire, flood, strike, lockout, shortage of materials or labour or any cause beyond the Seller's control, the time for delivery shall be extended only to the extent agreed between the Buyer and the Seller in writing.

6.4. Should the Seller be prevented from delivering part of the Goods by reason of any of the causes specified in the preceding clause, the Buyer will not be required to take and pay for such part of the Goods as the Seller shall be able to deliver unless he agrees to do so in writing.

6.5. Where the Goods are to be delivered in instalments each delivery shall constitute a part of the original contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall entitle the Buyer to treat the Contract as a whole as repudiated.

## **7. Risk and property**

- 7.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery in accordance with condition 6.1.
- 7.2. Notwithstanding delivery and the passing of risk in the Goods title shall pass to the Buyer at the point of delivery of the Goods.

## **8. Warranties and Liability**

- 8.1. Subject to the conditions set below the Seller warrants that at the time of delivery the goods will correspond with their specification and will be free from defects in material and workmanship.
- 8.2. The above warranty is given by the Seller subject to the following conditions;
  - 8.2.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
  - 8.2.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Seller's approval.
- 8.3. Subject as expressly provided in these conditions except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within a reasonable time from the date of delivery or a reasonable time after discovery of the defect or failure.
- 8.5. Where a valid claim is notified to the Seller in accordance with condition 8.4, the Buyer shall be entitled to have the Goods (or the part in question) replaced free of charge or at the Buyer's sole discretion refund of the price of the Goods (or a proportionate part of the price).
- 8.6. The Seller shall be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods.

## **9. Insolvency of Seller**

- 9.1. This clause applies if the Seller makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Seller; or the Seller ceases or threatens to cease to carry on business; or 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.
- 9.2. If this clause applies then without prejudice to any other right or remedy available to the Buyer the Buyer shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Seller.

## **10. General**

- 10.1. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principle 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. No waiver by the Buyer of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same of any other provision.
- 10.2. 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 shall not be affected thereby. The Contract shall be governed by and interpreted in accordance with English Law, and the Buyer submits to the Jurisdiction of the High Court of Justice in England but the Buyer may enforce the Contract in any court of competent jurisdiction.
- 10.3. The Seller shall not assign any benefit under the Contract without the consent in writing of the Buyer, which may, if given, be on such terms as to guarantee an indemnity, or otherwise as the Buyer thinks fit.

## **11. Aerospace Suppliers**

- 11.1 Where suppliers have been identified as supplying Axium Process Limited with items or fabrications for the aerospace industry they must comply with the flow down requirements for suppliers as specified in AS9100 2018 Clause 8.4.3. Axium will inform the suppliers that they are on the Aerospace approved supplier list annually and provide additional information on the requirements of the clause when requested.