

Burcas Limited

General Conditions of Purchase

The term "Buyer" used throughout these conditions refers to Burcas Limited. The term "Supplier" refers to any vendor or supplier of raw materials, parts or sub-contract services as detailed in the Buyer's order.

1. No order is valid unless detailed on the Buyer's official order form and bears an authorised signature of the Buyer. The Buyer will not be liable for any orders not conforming to this condition.
2. These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the supplier whether in negotiation or at any stage in dealings between the buyer and supplier with reference to the goods to which this contract relates. Without prejudice to the generality of the foregoing, the buyer will not be bound by any standard or printed terms furnished by the supplier in any of its documents, unless the supplier specifically states, in writing.
3. A separate invoice stating VAT and any discounts together with net total, and clearly showing Buyer's order number, must be furnished with each delivery of goods and sent to Buyer's Accounts Department on the same day as goods are despatched. In addition a complete statement of accounts should be issued on the first day of each month and forwarded to Accounts Department. Failure to comply may result in delay of payments.
4. All goods and services to be supplied on the due date specified on the Purchase Order. A 100% on-time delivery performance is required by every supplier.
5. Payment shall be made 60 days from the end of month that the goods or services are received, subject to satisfactory receipt and inspection.
6. If at any time performance of this order is prevented due to any event beyond the control of Supplier or Buyer (including lock-outs by Supplier or Buyer of their workforce) then:
 - a) Buyer reserves the right to suspend deliveries called for in this order and obtain supplies from alternative sources for the period of suspension.
 - b) If the order period has not expired at the termination of the period of suspension delivery shall be resumed at the order rate for the remainder of the order period and neither Supplier nor Buyer shall have any claim against the other for failure to make or take delivery respectively, whether such failure shall be total or partial, permanent or temporary.
 - c) The time stipulated for delivery shall be of the essence.
7. Rights and obligations under this order are not to be assigned by either party, without consent of the other, provided that the Buyer shall be entitled to assign to any of its associated companies at this option, or to a purchaser of all or substantially all of its assets.
8.
 - a) Order subject to cancellation without notice or obligation to the buyer.
 - b) The order may be considered cancelled, at the Buyer's discretion without liability if the Supplier becomes bankrupt or makes any arrangements with its creditors, or being a Company that goes into liquidation either voluntary or compulsory. In such an event the Buyer has expressly full and direct title to all goods supplied in the performance of the contract.
9. The supplier warrants that the subject of this order does not infringe any patent, registered design or trade mark and shall indemnify the Buyer against all damages, losses or cost suffered by the Buyer in respect of any claim made under any patent registered design or trade mark.
10. The supplier warrants that all goods supplied are fit and sufficient for the purpose for which they are intended to be used and they are of merchantable quality and free from defects in both material and workmanship. The Buyer reserves the right to inspect goods provided under this order and at its option to return goods found to be unsatisfactory, or retain them and bring them up to the standard required. Return of reject goods will be at the liability of the supplier. Supplier shall reimburse Buyer for costs in bringing the goods up to standard. Where orders are subject to Ministry of Defence contracts, this will be clearly in the body of the order. Both the MOD and the Buyer reserve the right to visit Suppliers premises at any time for the purpose of process and material evaluation prior to despatch of goods from Suppliers premises.
11. The Supplier shall establish and maintain documented procedures for identifying the product by suitable means from receipt and during all stages of production, delivery and installation. Where and to the extent that traceability is a specified requirement, the Supplier shall establish and maintain documented procedures for unique identification of individual product or batches. This identification shall be recorded.
12. The Buyer, or Buyers customer, shall be afforded the right to verify at the sub-contractors premises and the Suppliers premises that sub-contracted product conforms to the specified requirements. Such verification shall not be used by the Supplier as evidence of effective control of quality.

- Verification by the Buyer, or the Buyers customer shall not absolve the supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the Buyer.
13. All goods are to be invoiced at the price ruling at the date of making the order unless specific arrangements are reached with the Buyer defining the extent of any admissible price fluctuation or the method of assessing the price ruling at the time of delivery. Goods shall be delivered carriage paid at the supplier's risk to the destination named in the Purchase Order. Property in the goods shall pass to the Buyer when the goods have been delivered to the buyer.
 14. The contract may be considered cancelled at the Buyers discretion, without liability, if the Seller becomes bankrupt or makes any arrangement with its creditors, or being a company going into liquidation, either voluntary or compulsory.
 15. The Supplier warrants that the plant, machinery, equipment or goods supplied conform to the requirements of Section 6 of the Health and Safety at Work Act 1974. Contractors employees working on site will be expected to comply with the Health and Safety Act 1974 and any simple procedures as detailed by the Buyer at the time and unless otherwise instructed should report to Reception in the first instance. All contractors working on site will be required to provide proof of adequate worker's compensation insurance.
 16. The Supplier warrants to the Buyer that no plant or machinery supplied shall generate a noise level higher than 78db (A) (or other levels as may be specified), measured in accordance with methods in use in the United Kingdom from time to time.
 17. Without the prior written consent of the Buyer, neither the Supplier, its servants, sub-contractors or agents shall publish or consent to the publication or otherwise disclose to any third party any information, photographs, manuals or other data related to or arising out of the performance of the Work covered by the Contract or of any information which the supplier is given or otherwise obtains relating to the business of the Buyer.
 18. Indemnity – The supplier shall indemnify the Buyer against all claims, cost, expense, loss or damage whether direct or consequential which the Buyer may suffer howsoever arising from the goods or the supplier's breach of any of its obligations under this contract.
 19. The seller shall have in force and shall require any sub contractor to have in force Employers liability insurance, no less than £1,000,000 and Public Liability Insurance no less than £1,000,000, unless otherwise agreed by the Buyer in writing. All such insurances shall be extended to indemnify the Buyer against any claim for which the Seller or any Sub-Contractor may be legally liable. The Policy of Insurance shall be shown to the Buyer whenever he requests, together with satisfactory evidence of payment premiums.
 20. This order shall be construed under English Law.

AS9100 Clause 7.4 (where applicable)

21 Acceptance and Rejection

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to seller at seller's risk and expense, and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.

22 Certificate of Conformance (Required for Goods Intended for Aircraft Applications and for Goods where Required on the Relevant Drawing or Order)

The certificate of conformance is a quality record that shall include the Buyers part number and description, purchase order number, quantity shipped, date shipped, manufacturer's part number, and details of certified quality system as stated within the order. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to the Buyer.

23 First Article Inspection

The Buyer requires all first deliveries of parts to include a full first article inspection report to be filled out by the manufacturer. The sample, on which the FAI was performed, shall be clearly marked, both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only.

The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced and their acceptance confirmed.

Any discrepancies detected by the manufacturer during the FAI shall be notified to the Buyer and a deviation should be sought in advance of any parts being shipped to the Buyer. Under no circumstances shall a nonconforming part be sent to the Buyer without the Buyers approval. Failure to comply with the above requirements will result in the Buyer rejecting the product.

24 Record Retention

In addition to contractual requirements the supplier shall retain verifiable objective evidence of inspection and tests performed. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be a minimum of 10 Years.

25 Notification of Non-Conforming Product and Process Change

The supplier to notify the organization of changes in product and/or process definition and, where required, obtain organization approval.

The supplier must notify the buyer of any non-conforming item and submit the appropriate non-conformance paperwork. Non-conforming items cannot be submitted without written authorization from either the buyer and/or the end user.

26 Right of Access by the Buyer, Their Customer and Regulatory Authorities

In accordance with contractual agreements, right of access by the Buyer, their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records, and for verification of parts at the supplier's premises.

27 Key Characteristics

Where Identified within the specification, drawing and/or purchase order the supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.