

# **TERMS & CONDITIONS OF PURCHASE**

*The following are mandatory terms & conditions we expect our suppliers to fulfil.*

**1. Scope**

The purpose of this document is to provide information and guidance to suppliers of Metalex Products Ltd in order to assist them in meeting purchase order requirements with regards to packaging, handling, safety, delivery and overall quality assurance of products and services supplied to Metalex Products Ltd. The term “supplier” shall mean the individual, partnership or company identified on the purchase order and include sub-contractors chosen by Metalex Products Ltd. Except where prohibited by law, the terms and conditions of the purchase order will apply to Metalex Products Ltd purchase of materials.

**2. Changes to the Purchase Order**

Metalex Products Ltd may require changes to be made to the purchase order at any time. Any price and/or schedule adjustments will be mutually agreed upon. The supplier’s performance of such changes shall not be delayed during any negotiations for adjustment.

**3. Applicability**

All suppliers are to fully comply with the stated requirements of the purchase order.

**4. Right of Access**

In accepting a purchase order from Metalex Products Ltd, the supplier will grant right of access to representatives of Metalex Products Ltd, our customers and relevant regulatory authorities to the applicable areas of facilities and to applicable documented information at any time subject to an agreed period of notice. Metalex Products Ltd will reserve the right to conduct surveillance visits to any supplier to confirm that the supplier’s quality management system meets that of Metalex Products Ltd requirements as well as any quality standards requirements applicable to ISO/AS latest revision.

**5. Supplier Monitoring & Evaluation**

As part of our ongoing commitment to our customers, other interested parties and continual improvement Metalex Products Ltd continually assess and monitor our suppliers for their delivery performance and their ability to consistently meet our specified requirements. Where the level of performance falls below an acceptable level, suppliers will be advised and required to investigate to determine underlying causes of non-conformance; then provide a corrective action plan to the Metalex Quality Administrator within a specified timeframe. All responses will be reviewed and as necessary, suppliers who consistently fail to meet specified requirements or who do not respond positively to non-conformance concerns may be downgraded to an Approved Supplier or after referral to the Managing Director, removed from the company’s Assured Supplier Listing.

**6. Supplier’s Responsibility**

The supplier shall ensure that all relevant requirements contained herein are reviewed, followed and understood by all persons and organisations in the supply chain who are engaged in activities in support of Metalex Products Ltd purchase orders. Acceptance of a purchase order from Metalex Products Ltd will constitute agreement to the conditions stated herein, unless otherwise specifically agreed with the purchasing authority and formally documented at the purchase ordering stage. Records of any such agreements are to be maintained by both parties.

The supplier shall ensure that they are in possession of the latest revision of this document that can be downloaded from <https://www.metalex.co.uk/terms/>.

**7. Notification of Organisation Changes**

The supplier shall notify Metalex Products Ltd in advance of any changes to the supplier's organisation that may affect quality and/or finance. These changes may include; company ownership, company name, manufacturing location, quality approvals and significant changes to process, service or inspections techniques.

**8. Product Definition and Notification of Non-Conforming Issues**

Suppliers shall notify Metalex Products Ltd immediately of any changes in product definition. Also, any identified non-conforming product issues either shipped or in-house at the supplier shall be immediately notified to Metalex Products Ltd who reserve the right to (a) accept the order, (b) accept a part of the order or (c) reject the order in its entirety.

**9. Quality Management System Requirements**

The supplier shall establish and maintain a quality management system that provides a means of ensuring that products conform to specified requirements.

**10. Purchase Order Requirements**

The supplier shall supply products and/or services strictly in accordance with the quantities, specifications and stipulations of the Metalex Products Ltd purchase order. No amendments to the purchase order will form part of the order unless in writing by a representative of Metalex Products Ltd.

**11. Packaging**

All materials purchased must be packed in such a way so as to avoid potential damage and deterioration through movement. Individual items must be packed separately (not mixed) and readily identifiable to their delivery document. The maximum nett weight for all packages is 1000 kgs.

Any deviation to the above must be agreed in advance with the Metalex Products Ltd purchasing authority, having obtained prior agreement from our warehouse supervisory staff.

**12. Identification**

Each bundle, box, case, pallet or other form of container purchased must be clearly labelled (or otherwise suitably marked) showing the following information as a minimum, as applicable:-

- Metalex Products Ltd purchase order number
- supplier's order number or other suitable reference to delivery document
- cast, heat or other unique reference to provide traceability to certification
- nett quantity (kgs)
- description of product

**13. Certification**

Where certification is required it will be requested at the point of order. Certification supplied must be legible and supplied with the delivery unless agreed otherwise with Metalex Products Ltd purchasing staff. All certification must reference description of the product including material dimensions, grade/specification.

All Certificate of Conformity must show the Metalex Products Ltd purchase order number, supplier's order number and certificate/serial number. All Certificate of Conformity are to be authorised against a statement which confirms that the purchase order requirements have been met.

Certification may be emailed in advance of the delivery as long as the following requirements can be met; (a) addressed to the purchase order owner, (b) reference the Metalex Products Ltd purchase order in the email title and/or body text, (c) supplied in PDF format and (d) where colour is an element of the certificate, such as where third party has "red" stamped the certificate, a colour scan is required.

**14. Delivery Documents**

Delivery documents must be sent with the goods and is to provide information as a minimum:-

- name and address of supplier
- Metalex Products Limited delivery address
- Metalex Products Limited purchase order number
- supplier's order number or delivery note reference
- description of products including material specification/grade
- cast/heat or batch reference as applicable
- the number and type of package supplied
- total delivered quantity \*
- gross and nett weight of each package

*\* Advised quantity must be in the same unit of measure as the purchase order, ie where unit of measure is weight then actual weights must be used. The use of theoretical weight will not be accepted unless specifically and otherwise agreed with the Metalex Products Limited purchasing authority. In these exceptions, where actual quantity is discovered different to theoretical than an invoice adjustment or credit note will be required.*

**15. Control of Records**

Records created in support of the supply of products or services against Metalex Products Ltd purchase orders are required to be retained for a minimum specified period as indicated in the table below.

<b>Order type</b>	<b>Minimum Retention Period from the date of the purchase order</b>
Commercial	5 years
Aerospace	7 years

**16. Flow Down of Customer Requirements**

Metalex Products Ltd reserves the right to flow down additional requirements to satisfy specific customer and/or business requirements that apply.

**17. Protection of Information**

Any information the supplier receives from Metalex Products Ltd must be kept confidential and never disclosed to any third party without the prior written agreement of Metalex Products Ltd. Under no circumstances is the supplier to make a direct approach to Metalex Products Ltd customers in relation to agreed business dealings.

**18. Sub-contract Processing**

Where a supplier elects to sub-contract any element of production and/or special process then this will be formally documented and agreed beforehand with the appropriate Metalex Products Ltd purchasing authority.

Suppliers shall notify the relevant Metalex Products Ltd purchasing authority in the event of any changes or deviations from the planned product realisation route in relation to supply or processing of products against a Metalex Products Ltd purchase order. Where this happens the supplier must seek written agreement from the relevant Metalex Products Ltd purchasing authority before proceeding.

Sub-contract processing companies must immediately advise Metalex Products Ltd of any shortages or damaged products with regards to goods delivered to then by Metalex Products Ltd or Metalex suppliers. Also, sub-contract processing companies must advise Metalex Products Ltd if products are unsuitable for processing. In this regard, please advise the appropriate Metalex Products Ltd purchasing authority as soon as this becomes apparent.

Sub-contract processing companies must maintain identity and traceability of products from original receipt to despatch. Furthermore, all subsequent advice paperwork raised must correlate with the products in terms of cast/batch references.

**19. Counterfeit Parts**

The supplier shall develop, implement and maintain effective methods and processes appropriate to their products to prevent and mitigate the use of counterfeit parts.

The supplier shall notify recipients of counterfeit parts when warranted. If counterfeit material is supplied or is found in any material delivered to Metalex Products Ltd, it will be quarantined and destroyed by Metalex Products Ltd. The supplier shall promptly replace counterfeit material with acceptable material and the supplier shall be fully liable for all associated costs.

**20. Product Safety**

Suppliers and sub-contractors are responsible for adhering to the requirements of the contract / purchase order to fully mitigate any potential risk to product safety.

**21 Competence and Conformity Awareness**

All suppliers are expected to develop, implement and maintain effective policies and training programmes to ensure their employees are; suitably competent and aware of their relevant contribution to the quality, safety and conformity of their products/services, aware of the potential consequences of any non-conforming issues and will ensure the product is free of foreign object debris.

**22. Ethical Behaviour and Expectations**

Metalex Products Ltd expects all suppliers to operate and conduct their business activities in an ethical and morally acceptable manner. This includes adherence to national and international laws and regulations such as The Modern Slavery Act 2015 and The Bribery Act 2010. We also require your staff and supply chain to conduct their roles and responsibilities in an ethical manner which eliminates any form of bullying, misinterpretation, falsifying and other behaviour deemed to be detrimental to our business activity.

**23. Health & Safety**

All drivers must observe and follow the site rules at all times.

- hi-visibility vests/jackets must be worn at all times whilst on the premises.
- check the load is safe for unloading.
- drivers must adhere to the company's no smoking policy.

**24. Specific Product Related Information**

**Hazards**

Suppliers are required to supply Metalex Products Ltd with information concerning any known health and safety/environmental hazards (eg. COSHH, RoHS, REACH) that is inherent in products which may come to light during subsequent handling, use, installation or servicing.

**REACH**

Suppliers are required to be aware of their obligations under the European Union regulations concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) any relevant information to be forwarded to the Metalex Products Ltd REACH contact:- [adamr@metalex.co.uk](mailto:adamr@metalex.co.uk) .

Suppliers are required to review the candidate list of substances of very high concern and advise the Metalex Products Ltd REACH contact:- [adamr@metalex.co.uk](mailto:adamr@metalex.co.uk) of any products that are supplied that may contain any of the listed substances. Suppliers are required to check the status of the list and address any additions or changes:-

[http://echa.europa.eu/chem\\_data/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/candidate_list_table_en.asp)

### **Conflict Minerals**

In 2010 the US Dodd-Frank Act was passed concerning “Conflict Minerals” originating from the Democratic Republic of the Congo (DRC) or adjoining countries. “Conflict Minerals” are generally considered as being the following chemical elements mined within the DRC or adjoining countries – Tantalum (Ta), Tin (Sn), Gold (Au) and Tungsten (W). No products may be supplied to Metalex Products Ltd manufactured from “Conflict Minerals”.

#### **25. Unloading of Goods**

Products requiring mechanical equipment for unloading will be completed by forklift trucks. Would all suppliers and freight forwarders please ensure that the vehicles selected for delivering goods to Metalex Products Ltd are suitable according to our method of unloading and that the loads can be accessed from the sides of vehicles. Please note that none of the Metalex Products Ltd locations have any overhead cranes. Metalex Products Ltd does not have facilities for unloading containers.

#### **26 Security**

Suppliers should make their delivery drivers aware of the potential risks involved in relation to lorry theft, especially when delivery may involve an overnight stop. Drivers should not park outside of, or near to, Metalex Products Ltd premises overnight, they should seek to park at a secure Truck Stop.