

QUALITY CONTROL DOCUMENT	REVISION	TITLE
<b>QCD 146</b>	<b>5B</b>	<b>Terms &amp; Conditions of Purchase</b>

**Harlow Group Ltd. Terms & Conditions of Purchase**

**General**

1. The quantity on the purchase order must not be exceeded without a written variation by Harlow Group Ltd.
2. No liability will be accepted for goods supplied without an official order, or for goods delivered in excess of quantities detailed.
3. When a price is included on the order, any variation in excess of the stated price must be confirmed in writing by Harlow Group Ltd. before delivery.
4. All invoices must clearly state our order number and the address to which goods were delivered.
5. We reserve the right to request the supplier to suspend delivery or the execution of any work covered by the order should it become necessary.
6. Unless otherwise stated on the Purchase order:
  - a) The property of the goods remains with the seller until they are delivered at the buyer's works. The buyer reserves the right to reject the goods if they do not correspond to quality requirements, fitness or description with the order.
  - b) Unless otherwise agreed payment will be made by the buyer in the month following delivery.
  - c) Unless otherwise agreed packages are free and non-returnable.
7. Acceptance of this order implies agreement with our terms and conditions and no variation will be recognised unless expressly agreed by Harlow Group Ltd. in writing.
8. It is the responsibility of the supplier to ensure all pertinent copies of drawings and specifications are to the correct issue status prior to acceptance of the order.
9. Where the Harlow Group Ltd. purchase order does not define the part number, part number issue, relevant specifications and issues, description, and where relevant process requirements and inspection/test requirements, it is the responsibility of the supplier to ensure that information is obtained from Harlow Group Ltd. via an amended purchase order prior to acceptance of the order.
10. Harlow Group Ltd., their customer, and any regulatory authorities reserve the right of access into all the suppliers facilities involved in manufacture of parts defined on Harlow Group Ltd. orders, and to all applicable records held by the supplier.
11. Supplier must ensure that all products and packaging delivered to Harlow Group Ltd. are in compliance with the latest revision of REACH and RoHS regulations.
12. Supplier must pro-actively inform Harlow Group Ltd. when REACH and RoHS regulated substances are used on Harlow Group Ltd. product.
13. Supplier must preserve and protect the environment by minimising pollution and waste through effective recycling.

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**Aerospace requirements**

For Suppliers of Aerospace related goods into Harlow Group Ltd., the above applies together with the additional requirements as detailed below. Definition of Aerospace goods is by reference on the Purchase order to ‘Certificate of Conformity required’.

1. Supplier must ensure that the requirements of “QCD 141 – Supplier Controls of Records” are met and a signed copy of the document is returned to Harlow Group Ltd. Records for Harlow Group Ltd. product shall be retained and maintained by the supplier for a period of no less than 7 years. Disposition of retained records after the retention period has expired will be at the express written confirmation of the Quality Manager of Harlow Group Ltd.
2. Where necessary, requirements for approval of product, processes, equipment and personnel used for Harlow Group Ltd. manufacture of product will be stated on the purchase order. If not stated on the purchase order, the approval of these will be in accordance with the suppliers own procedures.
3. Requirements for design, test, examination, inspection and related instructions for acceptance of product, if not defined on the Harlow Group Ltd. purchase order shall be in accordance with the suppliers own procedures.
4. Test specimens (e.g. production methods, numbers, storage conditions) for design approval, inspection, investigation or auditing, if not defined on the Harlow Group Ltd. purchase order shall be in accordance with the suppliers own procedures.
5. If required on the purchase order, First-Off Article Inspection Reporting (F.A.I.R.) shall be in accordance with BS EN 9102 (latest revision).
6. Non-conforming product identified by the supplier shall be controlled in accordance with Suppliers own procedures. Where non-conforming product cannot be reworked to the order requirements by the supplier, the supplier shall either scrap and remake the parts or inform Harlow Group Ltd. immediately, stating order number, part number & issue, quantity of parts non-conforming, description of non-conformance and proposed corrective actions. Scrapped items shall be clearly identified, and physically rendered unusable. The supplier shall not deliver non-conforming product into Harlow Group Ltd. until and unless concession approval is obtained from Harlow Group Ltd.
7. Where the supplier has identified non-conforming product after deliver into Harlow Group Ltd., the supplier shall notify Harlow Group Ltd. Quality Assurance immediately in writing stating order number, part numbers & issue, quantity of parts and description of non-conformity.
8. The supplier shall notify Harlow Group Ltd. when changes to the product, and/or changes to process definition are intended, and obtain Harlow Group Ltd. written approval for these changes.
9. The Supplier shall notify Harlow Group Ltd. in advance of any planned changes in location of their manufacturing, processing or storage facilities, and provide First Article Inspection Reports for items produced or processed at the new location.
10. HGL reserve the right to sample check Certificates of Conformity for validity, tracking back release and test certification to a UKAS accredited certification body, and materials to source.
11. The supplier must obtain Harlow Group Ltd. written approval for the supplier to use sub-tier organisations in relation to Harlow Group Ltd. orders.

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12. The supplier shall ensure that all the applicable requirements in the purchasing documents, including key characteristics, are flowed down to any sub-tier supplier.
13. Counterfeit Goods Prevention
  - (a) Supplier represents and warrants that Counterfeit Goods are not contained in Goods delivered to Harlow Group Ltd (HGL) through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Goods.
  - (b) Supplier shall purchase material/parts directly from the Original Component Manufacturer (OCM) / Original Material Manufacturer (OMM), or from the OCM/OMM authorized or franchised distributor. Procurement through an independent distributor, non-franchised distributor or broker is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OMM documentation that authenticates traceability of the parts/material to that applicable OCM. If an original OCM/OMM certificate is NOT available, distributor shall provide a Test/Inspection Report for the supplied parts/material verifying their authenticity and such other suitable documentation as HGL shall reasonably request; however, the submission of such additional items shall not relieve Supplier of its obligations hereunder.
  - (c) In the event Supplier becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify HGL. When requested by HGL, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts to the applicable Authorized Supplier.
  - (d) In the event that Goods delivered under this Order are, or include, Counterfeit Goods, Supplier shall promptly investigate, analyze and report in writing to HGL. Counterfeit Goods shall be replaced with genuine. Goods conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The Parties shall then agree upon the appropriate course of action.
  - (e) In the event that suspected counterfeit Goods are delivered to HGL, these shall be quarantined securely at HGL until such time that Supplier can evidence the authenticity of the parts as being genuine.
  - (f) In the event that Goods delivered to HGL are confirmed as counterfeit, these shall be quarantined securely at HGL until such time that Supplier and HGL can agree safe disposition which securely prevents release of Goods back into the aerospace supply chain.