

Purchasing Terms and Conditions

Terms and conditions detailed form part of all Romacoat Ltd purchase orders and service orders
Acceptance of a purchase/service order implies acceptance of these terms and conditions

1. Definitions

“Contract” shall mean any contract resulting from this order

“Order” shall mean this purchase order

“Buyer” shall mean Romacoat Ltd

“Seller” and/or “Supplier” shall mean the person on whom this order is placed

“Goods” shall mean the supplies to be delivered under the contract and shall be deemed to include any service(s)

2. Acceptance

This purchase order constitutes buyer’s offer to seller and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyers written approval.

3. Quality System Requirements

Romacoat Ltd encourages external providers to implement fundamental quality management systems that include configuration management, risk-based thinking, process based and continuously improve their processes and systems.

Romacoat Ltd does not require certification to ISO or AS but the supplier shall implement and maintain a quality management system that reflects the requirements of AS9100; 2016 Rev D.

All suppliers providing calibration services must be certified to ISO17025 (or equivalent). All calibration certificates must identify standards used and must be traceable to (NIST (National Institute of Standards Technology).

It is the External provider’s responsibility to provide an updated QMS or NADCAP certificate to Romacoat Ltd including when the current one expires. External providers must have a process in place to:

- Make employees aware of contribution to product quality
- Their contribution to product safety
- Importance of ethical behaviour

4. Revisions

No revision of this order of any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer’s purchasing department.

5. Delivery

5.1 Delivery shall be strictly in accordance with the delivery schedule set out in this order. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

5.2 The supplier shall complete and deliver the goods at the time or times specified in the order and in this respect time shall be of the essence.

5.3 The buyer may at any time or times by notice in writing to the seller postpone the date(s) of delivery of any goods without thereby incurring any liability and the seller shall deliver such goods on the revised date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

6. Deliveries Made

6.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.

6.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the seller shall do so:

- a) the buyer shall be entitled to charge storage to the supplier and
- b) the date for payment shall be calculated according to the due delivery date

Purchasing Terms and Conditions

7. Termination

Failure to comply with the specification, terms and conditions of this order, or to deliver material in accordance with seller's promise shall be grounds for cancellation without penalty to buyer.

8. 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.

9. 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 Romacoat Ltd part number, 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 Romacoat Ltd.

10. First Article Inspection

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

The FAIR 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 FAIR shall be notified to Romacoat Ltd and a deviation should be sought in advance of any parts being shipped to Romacoat Ltd. Under no circumstances shall a nonconforming part be sent to Romacoat Ltd without Romacoat Ltd approved deviation. Failure to comply with the above requirements will result in Romacoat Ltd rejecting the product.

11. 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.

12. Foreign Object Debris (FOD)

As applicable, the Supplier will take necessary steps during processing and packaging to prevent addition of any foreign objects debris or contaminates. Supplier shall have a F.O.D prevention and training program adequate enough to ensure compliance.

13. Notification of Non-Conforming Product and Process Change

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

14. Corrective Action Process

Upon receipt of non-conforming product, a corrective action may be issued depending on the severity of the occurrence. The containment response must be communicated to Romacoat Ltd within 24 hours and the completed corrective action submitted within 10 business days of the date of issue or days may be reduced due to severity. If the due date cannot be met, it is the external providers responsibility to communicate this to Romacoat Ltd and a new date will be agreed upon.

Corrective Action may also be initiated if the external providers rating is not maintained at the required levels as noted in this manual. Upon annual review of the external providers performance Romacoat Ltd may initiate written notification of declining performance. This notification will communicate the reason for the notification and whether or not corrective action will be required. The external provider can use their own form to complete the corrective action. The form must be submitted to Romacoat Ltd for review/rejection/approval.

Purchasing Terms and Conditions

15. Problem Resolution

When non-conforming product is identified, the external provider will take swift action to bring resolution to the problem. If the requirements cannot be met, written approval or deviation must be obtained from Romacoat Ltd prior to shipping non-conforming product. Romacoat Ltd reserves the right to reject non-conforming materials/services provided at the external providers expense without this documentation.

16. Supplier Ratings

Supplier evaluation will take place once per year and will be reviewed at the Management Review Meeting.

17. Right of Access by Romacoat Ltd, Their Customer and Regulatory Authorities

In accordance with contractual agreements, right of access by Romacoat Ltd, their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records,

18. Confidentiality Agreement

External providers shall not disclose to others or use for its own purposes any trade secrets, confidential information or confidential documents (e.g. prints, customers specifications etc.) obtained from Romacoat Ltd. All supplied documentation and/or data shall be considered confidential. If supplied documentation needs to be shared for any reason, prior approval must be obtained from Romacoat Ltd.

19. Counterfeit Parts

The external provider shall not ship any counterfeit products to Romacoat Ltd and must have controls in place to prevent the use of any counterfeit products or materials whilst maintaining the detection of any such products.

20. Cost Recovery

External providers will be responsible for all associated recovery costs for defective materials or insufficient documentation supplied to Romacoat Ltd. Costs may include but are not limited:

- Administrative
- Rework charges incurred
- Freight charges
- Production downtime

21. Procurement Quality Requirements

- Every shipment must contain a packing slip with Romacoat Ltd purchase order number.
- Certificate of compliance.
- All products must have manufactured date and expiration date on the label.
- All first-time shipments must contain an MSDS (material safety data sheet).
- Material should come from one lot -Multiple Lots Require Prior Approval and Must Be Clearly Identified.
- All orders must be confirmed to Romacoat Ltd by email Confirm ship date, method of shipping, quantity and price.
- Receiving hours are Monday through Thursday 8 AM to 5 PM.
- 30-day advance notification of any pricing increase is required.

22. Ethical Standards of Conduct

The Seller shall neither receive nor give any gifts or gratuities in connection with this Purchase Order or Contract. The Seller's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. The Seller shall not participate in any unethical conduct during performance of this Purchase Order or Contract. The Seller shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

23. Communication with Buyers Customer

The Buyer shall be solely responsible for any and all communication with the Buyer's customer, and the Seller shall not communicate with the Buyer's customer regarding this Purchase Order or Contract or any related contract without the Buyer's express prior written consent.

Purchasing Terms and Conditions

24. Price Competitive

The Seller warrants that the price for the Articles set forth herein does not exceed that price which is charged by the Seller to any other commercial customer purchasing similar services or Articles of like grade and quality.

25. 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.