

Form: BMF08 Issue: 3 Issue date: 21.06.2018	Bristol Metal Spraying and Protective Coatings Ltd
Form Title	Terms & Conditions of Purchase for Suppliers

CONDITIONS OF PURCHASE - (These conditions of purchase dated June 2018 supercede all previous issues)

SCOPE

This document is designed to provide direction to all suppliers and the requirements necessary to supply products and/or services to Bristol Metal Spraying and Protective Coatings Ltd.

REFERENCE DOCUMENTS

References	
AS9100	Aerospace Standard
AS9102	Aerospace Standard
ISO9001	International Organisation for Standardisation

DOCUMENT CONTROL

This document is available for download (uncontrolled when downloaded) on Bristol Metal Spraying and Protective Coatings Ltd. website www.bmspc.co.uk.

POLICY

It is desirable that the minimum approvals held by a supplier shall be formal registration to BS EN ISO 9001:2015. Should the supplier not hold minimum approval, they will be encouraged to implement a quality management system.

Supplier Quality Assurance Strategy

1. **GENERAL** Under these conditions “the Company” means Bristol Metal Spraying and Protective Coatings Limited and “the Supplier” means the person with whom the contract is made and the “goods” the product (or service) sold to the Company by the Supplier pursuant to this contract these conditions shall supercede any of the Supplier’s conditions unless otherwise expressly agreed in writing. The acceptance by the Supplier of this Order for the supply of any goods shall constitute acceptance by the Supplier of this Order and of all its terms and conditions.
2. **SUPPLIER APPROVAL** Suppliers shall become an approved supplier to the Company using this document and BS EN ISO 9001:2015 as the required standard for acceptance. New suppliers to the Company shall be assessed for suitability, this initial assessment will include supplier questionnaire and submission of relevant certification. An assessment visit may be necessary.
3. **QUALITY** The Supplier shall provide goods which:
 - a. In every respect conform to the order description (the Supplier shall be responsible for the quality of goods purchased from subcontractors, including the Company’s designated sources).
 - b. Have obtained organisation approval for any changes to goods and/or process.
 - c. Are of merchantable quality as that term is defined in the Sales of Goods Act 1979.
 - d. Are in all respects entirely fit for this Company’s purpose.
 - e. Are accompanied by a certificate of conformity, approval certificate or release certificate which declares; the inspection status of the goods supplied; a description, part number(s) and quantities delivered; specification and/or material specification and batch/lot number; cure date/life expiry date.
4. **PERFORMANCE MONITORING** All suppliers are totally responsible for ensuring that 100% defect free product is delivered on time to the Company.

Suppliers are categorised as follows and continually monitored against our performance indicators:

- Category of the supplier and type of product
 - Category 01= Suppliers who provide goods, materials or services which are used directly in the realisation of product
 - Category 02 = Suppliers providing goods or services not used directly in the realisation of product
 - Category 03 = Suppliers who are used by all departments for general consumables

Supplier Rating is derived from; Supplier Questionnaires (BMF25a & BMF25d).

Supplier performance is monitored and monthly % calculated from No. of failures v No. of purchase orders raised. Suppliers will be colour coded as low, medium or high risk based on performance and failures over a given period.

Remedial action will be taken where a supplier’s performance is not sustained at or above the required level or meets the necessary criteria. The action taken shall be proportionate to the risk & effect to the business.

5. **SUPPLIER ASSESSMENT** All Category 01 Suppliers/Sub Contractors will be re-assessed every three years. The Company Quality Assurance representatives may make periodic surveillance visits to the Supplier as deemed necessary. The Supplier shall ensure all reasonable access is afforded to the Company, it’s representatives, customers and/or customer representatives and that all material, data, quality records and facilities pertaining to product for the Company are available for examination on request. Suppliers must ensure that the Company is supplied with all relevant updated or renewed certification and that it is informed immediately if any certification or accreditation is revoked.

6. **CONTRACT REVIEW** This order is placed on condition that the Supplier conducts a contract review to ensure that they are capable of the supplying the goods ordered or completing the job defined on the purchase order before acceptance of this order.

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- 7. PRICES AND DELIVERY** No price increase will be accepted by the Company without its prior agreement. Any agreed date of delivery is to be the essence of the contract.
- 8. CARRIAGE** Unless delivery ex-works is expressly stated on the order form all goods are to be delivered carriage paid, at the place of delivery specified on this order form. Packing and cases are to be free. Cases can be returned at the Supplier's expense and risk, provided a written request for their return is received on or before delivery.
- 9. ADVICE NOTES AND INVOICING** All goods delivered into the Company's works must be accompanied by an Advice Note bearing the order number. An invoice quoting order number and commodity code must be sent separately to the Company. No Invoice will be passed for payment unless an Advice Note is also received.
- 10. PAYMENT TERMS** All Goods will be paid for in accordance with Suppliers terms and conditions of business unless otherwise agreed.
- 11. NON-CONFORMING PRODUCT** The Company must be notified of any nonconforming product and obtain Company approval for its disposition. All goods are subject to the Company's approval, and the Company reserves the right to reject any goods which are found to be faulty or not to its approved standard. The Supplier will be notified of such rejection, and the goods will thereafter be the Suppliers risk and responsibility.
- 12. PRODUCT RECALL/POTENTIAL NON-CONFORMANCE** Should the Supplier become aware of any potential non-conforming product / material which may have been supplied to the Company, it is the Supplier's responsibility to inform the Company as soon as possible with the necessary product identification and quantities, together with delivery dates.
- 13. PREVENTION OF COUNTERFEIT PRODUCT**
The Supplier shall act to plan, implement, and control the prevention of counterfeit or suspect counterfeit part use by:
- Training of appropriate persons in the awareness and prevention of counterfeit parts;
 - Applying controls for acquiring externally provided product from original or authorised manufacturers, authorised distributors, or other approved sources;
 - Controlling requirements for assuring traceability of parts and components to their original or authorised manufacturers;
 - Appropriate flow down of requirements via PO or contract to sub-contractors
- 14. SUPPLIERS AND SUB-CONTRACTORS INSURANCE**
All suppliers and sub-contractors coming onto the Company premises to do work or provide services are required to have insurance. Insurance is necessary to cover any claims or losses for which the contractor/vendor may be responsible for. The minimum requirement for public liability cover is £1,000,000., If a product or service, in the opinion of Risk Management and Insurance, represents an unusual or exceptional risk, additional insurance for that product or service may be required.
- 15. CONFIDENTIAL INFORMATION** All designs, drawings, memoranda and data provided by the Company remain its property and must be returned on request. All technical information is confidential including 'uncontrolled documents', and must not be disclosed to any unauthorised person. Copyright in any such matters shall remain with the Company.
- 16. EQUIPMENT USED IN MANUFACTURE** Tools, dies, jigs, moulds and other equipment used in the manufacture of Goods and fully paid for by the Company shall be its property and must be surrendered on demand.
- 17. BUYERS PROPERTY** Any material sent by the Company to be processed or for any other purpose is to be the Supplier's risk. Excess materials and scrap remain the property of the Company unless otherwise agreed.
- 18. INFORMATION FLOWDOWN** The Company must be notified of any changes in product and / or process, changes of manufacturing facility location and where required obtain the Company's approval. It must be noted that it is not acceptable for the Supplier to hold the only copy of records required by the Company quality system, contract and/or regulatory requirements. The Supplier shall be responsible for ensuring that all documents relative to the contract/purchase order are obtained, and if placing orders on sub tier suppliers, all information including the Company's customer requirements and conditions pertaining to this order apply equally and are flowed down to their sub tier suppliers/subcontractors.
- 19. TRACEABILITY** Full document traceability is required for all orders and retention for a minimum of thirteen years of pertaining quality records (following this period, the Company shall be contacted for disposition of records if required). Quality records shall be able to demonstrate that all manufacturing and inspection operations have been completed as planned, or as otherwise documented and authorised. All items manufactured from the same batch of raw material or from the same manufacturing batch are to be traced, including the delivery and/or scrap details of all products from the same batch.
- 20. PERSONNEL** The Company have the expectation that the Supplier shall ensure that persons doing work under the Supplier's control are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior, that they can verify competency throughout their organisation for the service or product they offer. The Supplier must comply with all applicable laws against slavery, human trafficking and child labor, and require that the same is flowed down to sub tier suppliers.
- 21. FOD** The Supplier will ensure awareness is flowed down of FOD Foreign Object Debris and shall take the necessary steps to ensure the prevention, detection and removal of foreign objects.
- 22. FAIR** First Article Inspection where requested, shall be carried out in accordance with the latest issue of AS9102.
- 23. CONFLICT MINERALS AND VOC'S** The Company's aim is to ensure that our business activities do not contribute to conflict, and that suppliers understand their role in improving oversight and management of this sector, we want to further increase transparency regarding the origin of raw materials and so-called conflict materials to detect risks early. The Company recognise and encourage a healthy environment through the specification and use of materials and products with low emissions of Volatile Organic Compounds (VOCs). The Company requires that a similar conflict minerals and VOC's statement is adopted by the Supplier and is flowed down to sub tier suppliers. Whilst we strive to reduce VOC content, we must continually monitor our emissions and will require Supplier's to submit a monthly report of the VOC content in products supplied to the Company.