The Goods shall remain at the risk of the Supplier until delivery to Nordam Europe Ltd is complete (including off-loading and stacking) when ownership of the Goods shall pass to Nordam Europe Ltd.

The Supplier shall deliver the Goods on the Delivery Date. The Supplier shall perform the Services for the period specified in the Order. Time stipulated for delivery of the Goods or performance of the Services shall be of the essence.

Nordam Europe Ltd reserves the right to set off against the Price any sums owed by the Supplier to Nordam Europe Ltd in respect of Goods and/or Services or other materials and Services under the Contract or otherwise.

The Supplier warrants and represents to Nordam Europe Ltd that the Goods:-

1. WARRANTIES AND GUARANTEES

(a) Nordam Europe Ltd shall not extend to:

(i) inspect and test the Goods; this includes any records associated with the Goods during their manufacture, processing or storage at any reasonable time at the Supplier's works or at the premises of sub-contractors and such sub-contractors' sub-contractors and all relevant facilities as may be reasonably required by Nordam Europe Ltd; Nordam Europe Ltd reserves all proprietary rights in the information furnished herein. Use of this document is restricted to conveyance of information to customers or vendors of NORDAM and shall not be released, disclosed, used or duplicated for any other purpose without the written permission of NORDAM.

(b) Nordam Europe Ltd shall not be responsible for the cost of any Goods or Services unless these are specifically included on the Purchase Order.

(c) "Contract" means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services formed by the Supplier's acceptance of the Order which, however made or communicated, shall be deemed made subject to these Conditions.

(d) "Nordam Europe Ltd" means Nordam Europe Limited, company number 232042, whose registered office is at Hawfin Park, Blackwood, Gwent, NP4 2EU.

(e) "Delivery Date" means the date for delivery stated on the Order.

(f) "Goods" means all goods and materials described in the Order.

(g) "Intellectual Property Rights" means patents, trade marks, service marks, trade names, design rights (whether registrable or otherwise), copyright, know how and other similar rights or obligations whether registrable or not in any country.

(h) "Order" means Nordam Europe Ltd's purchase order for the purchase of the Goods and/or purchase of the Services.

(i) "Price" means the total price of the Goods and/or Services.

(j) "Terms" is defined in the Order.

(k) "Specification" means the plans, drawings, data and other technical information relating to the Goods and/or Services.

(l) "Supplier" means the person, firm or company to whom the Order is addressed.

(m) "Warranties" means Nordam Europe Ltd's Warranties to the Goods and/or Services as referred to in the Specification.

2. APPLICATION OF TERMS

2.1 These Conditions are the only conditions upon which Nordam Europe Ltd is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order for Goods or Services by Nordam Europe Limited from the Supplier shall be deemed to be an offer by Nordam Europe Ltd to purchase Goods or Services from the Supplier subject to these Conditions and no order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

2.3 No variation to the conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right to rely otherwise than on such terms and conditions.

3. VARIATION

No variation to the Order or to these Conditions shall be binding unless made in writing and signed by both parties.

4. INSPECTION AND TESTING

4.1 The Supplier shall perform and provide, at its own cost and expense, prior to despatch:

(a) visual inspection of the Goods;

(b) non-destructive testing of the Goods;

(c) destructive testing of the Goods;

(d) X-ray testing of the Goods;

(e) magnetic particle testing of the Goods;

(f) dye penetrant testing of the Goods;

(g) dye through crack testing of the Goods;

(h) penetrant testing of the Goods;

(i) eddy current testing of the Goods;

(j) ultrasonic testing of the Goods;

(k) radiographic testing of the Goods;

(l) testing of the Goods for hydrogen entry;

(m) testing of the Goods for fatigue;

(n) testing of the Goods for stress corrosion cracking;

(o) testing of the Goods for corrosion;

(p) testing of the Goods for dimensional accuracy;

(q) testing of the Goods for surface finish;

(r) testing of the Goods for material properties;

(s) testing of the Goods for mechanical properties;

(t) testing of the Goods for physical properties;

(u) testing of the Goods for chemical properties;

(v) testing of the Goods for environmental properties;

(w) testing of the Goods for electrical properties;

(x) testing of the Goods for optical properties;

(y) testing of the Goods for acoustic properties;

(z) testing of the Goods for thermal properties.

4.2 Each Order for Goods or Services by Nordam Europe Limited from the Supplier shall be deemed to be an offer by Nordam Europe Ltd to purchase Goods or Services from the Supplier subject to these Conditions and no order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

4.3 Nordam Europe Ltd reserves the right to set off against the Price any sums owed by the Supplier to Nordam Europe Ltd in respect of Goods and/or Services or other materials and Services under the Contract or otherwise.

5. DELIVERY

The Supplier shall deliver the Goods to Nordam Europe Ltd and the Services shall be performed at the Delivery Address during normal working hours unless specified otherwise in the Order. In the event that the Supplier fails to deliver the Goods or perform the Services on the terms and conditions specified in the Order, the Supplier shall be liable to Nordam Europe Ltd.

6. PRICE AND PAYMENT

6.1 Subject to the conditions specified in the Order, Nordam Europe Ltd shall pay the Supplier the Price in accordance with the payment terms set out in the Order.

6.2 The Price shall be exclusive of any applicable Value Added Tax (which shall be payable by Nordam Europe Ltd subject to receipt of a VAT invoice) and inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery of the Goods to the Delivery Address and any duties, imports or levies other than VAT unless transport is paid for / arranged by Nordam Europe Ltd. In this case the shipping, carriage, insurance and delivery of goods will be the responsibility of Nordam Europe Ltd.

6.3 Nordam Europe Ltd reserves the right to set off against the Price any sums owed by the Supplier to Nordam Europe Ltd in respect of Goods and/or Services or other materials and Services under the Contract or otherwise.

6.4 Nordam Europe Ltd reserves the right to terminate the Contract and to require the Supplier to refund to Nordam Europe Ltd the full price of the Goods or Services or any part thereof in the event that the Supplier fails to perform the Services or deliver the Goods on the terms and conditions specified in the Order.

7. WARRANTY AND GUARANTEE

7.1 The Supplier warrants and represents to Nordam Europe Ltd that the Goods:-

(i) shall be of good and merchantable quality and fit for the purpose for which they are designed to fulfill and for any purpose made known expressly or impliedly by Nordam Europe Ltd to the Supplier and shall conform in all respects with the terms of the Order;

(ii) shall be free from defects in design, materials and workmanship;

(iii) shall conform to the Standards and the Specification;

(iv) shall contain appropriate Certificate of Conformity where required;

(v) shall comply with all relevant statutory requirements and regulations relating to the sale of the Goods;

(vi) were manufactured using all reasonable care and skill;

(vii) shall be provided with adequate instructions to enable Nordam Europe Ltd to make full use of the Goods; and

(viii) shall be sold free from all encumbrances.

7.2 In the event that any defects in design, material specification or workmanship are identified by or reported to the supplier during manufacture or in-service use the supplier must notify Nordam Europe Ltd within 5 working days of such notification, so that any recall actions required can be communicated to Nordam Europe Ltd customers.

7.3 In respect of the Services, the Supplier represents and warrants to Nordam Europe Ltd that it shall:

(i) perform the Services with reasonable care and skill;

(ii) provide suitable qualified and experienced personnel to carry out the Services or related tasks;

(iii) provide the Services in a timely and efficient manner;

(iv) provide the Services in accordance with any reasonable instruction notified by Nordam Europe Ltd;

(v) the Services shall be performed in accordance with the Contract and within such reasonable time period as Nordam Europe Ltd may specify; or

(vi) treat the Contract as discharged by the Supplier's breach and require the refund to Nordam Europe Ltd of the Price (or part thereof) paid by Nordam Europe Ltd in respect of such Goods or Services. Repaired Goods shall be delivered to Nordam Europe Ltd in full compliance with the relevant specification and re-inspection requirement in accordance with the Contract and such re-inspection shall be conducted by Nordam Europe Ltd and shall be deemed satisfactory to Nordam Europe Ltd if it otherwise might have to rely on such terms and conditions.

8. LIABILITY AND INDEMNITY

Nordam Europe Limited – Terms and Conditions of Purchase

Note: “Unless this Purchase Order is issued pursuant to a Long-Term Agreement, the following TNG Purchase Order Terms and Conditions apply to and form part of this Purchase Order.”

Proprietary Data: NORDAM reserves all proprietary rights in the information furnished herein. Use of this document is restricted to conveyance of information to customers or vendors of NORDAM and shall not be released, disclosed, used or duplicated for any other purpose without the written permission of NORDAM.

1. DEFINITIONS

In these terms and conditions, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

"Contract" means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services formed by the Supplier's acceptance of the Order which, however made or communicated, shall be deemed made subject to these Conditions.

"Nordam Europe Ltd" means Nordam Europe Limited, company number 232042, whose registered office is at Hawfin Park, Blackwood, Gwent, NP4 2EU.

"Delivery Address" means the address for delivery stated on the Order.

"Delivery Date" means the date for delivery or period specified on the Order.

"Goods" means all goods and materials described in the Order.

"Intellectual Property Rights" means patents, trade marks, service marks, trade names, design rights (whether registrable or otherwise), copyright, know how and other similar rights or obligations whether registrable or not in any country.

"Order" means Nordam Europe Ltd's purchase order for the purchase of the Goods and/or purchase of the Services.

"Price" means the total price of the Goods and/or Services.

"Terms" is defined in the Order.

"Specification" means the plans, drawings, data and other technical information relating to the Goods and/or Services.

"Supplier" means the person, firm or company to whom the Order is addressed.

"Warranties" means Nordam Europe Ltd's Warranties to the Goods and/or Services as referred to in the Specification.
(a) In addition to and without prejudice to the generality of these Conditions, the Supplier undertakes to keep Nordam Europe Ltd fully indemnified against all liability, loss, damage, costs and expenses (including but not limited to legal expenses) directly or indirectly arising from or incurred by Nordam Europe Ltd in relation to:
(i) any breach of the Contract by the Supplier, or any other party thereto, or any act or omission of the party or parties to the Contract, or any act or omission of any third party by reason of the Supplier's negligence or any act or omission on the part of employees, subcontractors or agents of the Supplier arising out of the execution of the Order or the failure to adequately rescind against this liability.
(ii) the failure of the Goods to be of good and merchantable quality and fit for the purpose for which they were designed to fulfill or other purpose made known expressly or impliedly by Nordam Europe Ltd to the Supplier.
(iii) any defects or failures discovered in the Goods in the course of inspection, testing, design work, workmanship or materials and equipment.
(iv) the failure of the Goods to conform to the Standards and the Specification.
(v) the failure of the Goods to comply with all statutory requirements and regulations relating to the sale of the Goods.
(vi) any breach of the Contract.
(vii) any breach of contract with reasonable care and skill.
(viii) the failure of the Supplier to provide qualified and experienced personnel to carry out the Services or related tasks.
(ix) the failure to provide the Services in a timely and efficient manner.
(x) any claim for infringement of any Intellectual Property Right which arises as a result of the sale or use of the Goods or Services.

(b) Nordam Europe Ltd shall not be liable to the Supplier in contract, tort, misrepresentation or otherwise including any liability for negligence or for breach of statutory duty for:
(i) any loss of revenue, business, contracts, or profits.
(ii) any indirect or consequential loss, however arising.
(iii) Nordam Europe Ltd's aggregate liability in contract, tort or otherwise, including negligence, however arising out of or in connection with the Contract shall be limited to the Price under the Contract.
(iv) Nothing in this contract shall limit the liability of either party for death or personal injury resulting from negligence, fraud or deceit of either party or any other liability to the extent that it cannot be limited by law.

9 CONFIDENTIALITY

(a) The parties shall treat each Order as confidential and, in particular, the Supplier shall not make use of the name Nordam Europe Ltd or the name of Nordam Europe Ltd's customers or suppliers for any advertisement, announcement or publicity without the prior written consent of Nordam Europe Ltd.

(b) The Supplier and all information supplied therewith, both of which contain Intellectual Property Rights, shall remain the property of Nordam Europe Ltd and are confidential. The Supplier shall not without the prior written consent of Nordam Europe Ltd use the Specification and any information supplied to the Supplier, in whole or in part, for any purpose of its own or for the benefit of any third party.

(c) On completion of the Order or at the termination of the same, the requisition of Nordam Europe Ltd, the Supplier must return to Nordam Europe Ltd the Specification and any other documentation provided to the Supplier by Nordam Europe Ltd.

10 TERMINATION

(a) Without prejudice to any claim or right it might otherwise make or exercise Nordam Europe Ltd shall have the right forthwith to terminate the Order by notice prior to the Delivery Date or if the Supplier commits any breach or non-observance of any of the Conditions, including a failure to deliver by the Delivery Date, whereupon Nordam Europe Ltd shall be entitled:
(i) to recover from the Supplier at the Supplier's risk any expense of the Goods and/or Services already delivered and to recover from the Supplier any monies paid by Nordam Europe Ltd in respect of such Goods and/or Services.
(ii) to recover from the Supplier any additional expenditure incurred by Nordam Europe Ltd in obtaining other Goods and/or Services in replacement of the Goods and/or Services.

(b) Nordam Europe Ltd shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier of:
(i) the failure to observe any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
(ii) the Supplier ceases to take possession, or a receiver is appointed of any of the property of the Supplier; or
(iii) the Supplier ceases, or threatens to cease, to carry on business;
(iv) Nordam Europe Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

(c) Nordam Europe Ltd shall be entitled to cancel the Order in default of all or part only of the Goods and/or Services by giving notice to the Supplier at any time in which event Nordam Europe Ltd's sole liability shall be to pay to the Supplier the Price for the Goods and/or Services supplied prior to such cancellation date and Nordam Europe Ltd shall have no further liability to the Supplier as a result of any such cancellation.

11 NOTICES

All notices, demands, or other communications under this Contract shall be given or made in writing and shall be delivered personally or sent by first class post or facsimile transmission, addressed to the other party at the address set out in the Contract as such other address as may be designated by notice from such other party. Any notice, demand or other communication sent by first class post shall be deemed to have been delivered (in the absence of evidence of earlier receipt) two days after the date of mailing. Any notice, demand or communication given by facsimile transmission shall be deemed to have been delivered on the next working day following transmission.

12 SPARES SUPPORT

The Supplier shall keep spare parts for the Goods for a period of ten (10) years from the date of the Order and where the Goods or spare parts thereof are to be made obsolete, the Supplier will give Nordam Europe Ltd at least twelve (12) months notice in writing. Service bulletins and technical changes can be made at any time in line with OEM guidelines and requirements.

13 ASSIGNMENT/SUB-CONTRACTING

(a) The Supplier shall not assign or sub-contract the Contract or any part of it without the prior written consent of Nordam Europe Ltd.

(b) In any case, where the Contract is assigned or sub-contracted in accordance with Condition 13(a) above, the Supplier shall ensure that the assignee or sub-contractor, as the case may be, agrees to be bound by the Contract and these Conditions, and such assignment or sub-contract shall in no way limit or affect the obligations or liability of the Supplier hereunder.

(c) Nordam Europe Ltd shall be entitled to assign or novate the rights and liabilities under this Contract to any affiliate of Nordam Europe Ltd at any time.

14 AMENDMENTS

No amendment, interpretation or waiver of any of the provisions of the Order, the Contract or these Conditions shall be effective unless made in writing and signed by the authorized representatives of Nordam Europe Ltd and the Supplier.

15 ENFORCEMENT

The failure to enforce or to require the performance at any time or times of any of the provisions of the Order or these Conditions shall not be construed to be a waiver of such provision, and shall not affect either the validity of the Contract or these Conditions or any part thereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of the Contract and these Conditions.

16 FORCE MAJEURE

Neither party shall be liable to the other under the Contract, for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, the act or omission of Government, war, military operations, acts of terrorism or riot, strike or lock-out, trade dispute or labour disturbances ("Force Majeure Event"). A Force Majeure Event shall not include any delay or failure in manufacture, production or supply by third parties of the Goods or Services.

17 DATA PROTECTION

(a) In this Condition, in addition to the terms defined in Condition 1, the following expressions shall have the following meanings:

"Personal Data" means information defined as such in the current EU Data Protection Directive or information treated as personal data under any other law or regulation applicable to the information.

"Applicable Data Protection Law" means the current EU Data Protection Directive or other applicable law or regulation as amended from time to time.

(b) The Supplier is responsible for the Goods and Services, the Supplier may process Personal Data, and disclose it to third parties. The Supplier shall have in place adequate technical and organisational security measures so that the confidentiality of this processing complies with applicable data protection laws.

18 ENTIRE AGREEMENT

(a) The Contract together with these Conditions represent the entire understanding between the Supplier and Nordam Europe Ltd in relation to its subject matter and supersedes all prior agreements, understandings or arrangements made by either party, whether oral or written.

(b) Where nor services specified by Nordam Europe Ltd are stated on the face of the Order, such special conditions shall apply equally with these Conditions, except that where there is any inconsistency between the two, the special conditions stated on the face of the Order shall apply.

(c) No variation to the Contract shall be effective unless reduced to writing and signed by on or behalf of a duly authorized representative of each Party.

19 AUTHORITY

Each party to this Contract represents and warrants that it has the full legal right, power and authority to perform its obligations under the Contract and these Conditions and that the person executing the Contract has been duly authorised to sign the Contract on behalf of such party.

20 SEVERABILITY

In the event that any one or more of the provisions contained in the Contract or these Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract or these Conditions, but the Contract or these Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Contract and these Conditions shall be construed as having been carried out as nearly as possible according to their original terms and the remaining provisions of the Contract shall continue in full force and effect.

21 LAW

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English and Welsh law and the parties submit to the exclusive jurisdiction of English and Welsh Courts.

22 RIGHTS OF THIRD PARTIES

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 for any person that is not a party to it.

23 COMPLIANCE WITH APPLICABLE LAWS:

"Applicable Law" means any applicable statute, treaty, regulation, order, procurement policy, rules, license or certificate of a government, and includes the (i) regulations of EASA and the FAA, including without limitation, Federal Aviation Regulation 25.319 (Anti-drug and Alcohol Misuse Prevention Program); (ii) the Export Administration Regulations of the U.S. Commerce Department’s Bureau of Industry and Security ("EAR"); (iii) the International Traffic in Arms Regulations of the U.S. State Department’s Directorate of Defense Trade Control ("ITAR"); (iv) rules and regulations of the U.S. Treasury Department’s Office of Foreign Assets Control; and (v) all export and import laws of Seller’s country of origin and the United States.

"EASA" means European Aviation Safety Agency or any successor organization.

"FAA" means the Federal Aviation Administration of the United States Department of Transportation or any successor organization.

"ITAR" means the Export Administration Regulations of the United States Department of Commerce.

"Order" means a written contract for the sale of Products.

"Product" means the Goods specified in the Contract or any similar Products.

"Seller" means the party to the Contract who is providing the Products.

"Supplier" means the party to the Contract who is receiving the Products.

"Third Parties" means all parties to the Contract other than the Seller and the Supplier.

"ITAR" means the Export Administration Regulations of the United States Department of Commerce.

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