

PURCHASE ORDER CONDITIONS

1. Order No. Part No. & Drg Iss. (if applicable) must appear on all invoices and Packing Slips, Packing Slips must accompany all goods, otherwise our count shall be accepted as final and conclusive. Goods delivered in error will be returned at your expense.
2. Render all invoices not later than the following working day after despatch.
3. You warrant that your price is the lowest prevailing market price and it is in conformity with all applicable government laws and regulations.
4. If your price at the time of despatch under this order is lower than indicated above, such reduction in price will be passed on to us.
5. Any charges accrued through your failure to consign the goods on this order exactly in accordance with the directions for despatch given hereon will be charged to your account.
6. We reserve the right to withhold payment of invoices for goods despatched ahead of schedule without prior approval.
7. No charges will be allowed for carriage or packing unless so specified on order. Packages and packing material shall not be refundable unless their return has been asked for at or before delivery and they are charged as a separate item on the offer or the invoice.
8. You will indemnify us from and against all claims proceedings and demands arising from or incurred by reason of any infringement or alleged infringement of any patent by the use or sale of any goods supplied by you, but this indemnity shall not apply to goods made to our design, or where the infringement results from the making up of the goods by us.
9. Title to goods pertaining to this order shall remain in your care until the goods have been delivered to us at the address named in the order and your invoice accepted by us, notwithstanding prior payment to obtain cash discount. If after examination by us, the goods or any part thereof shall be rejected by us as not being in accordance with the order or as being defective in any way, such goods or part thereof shall, after notice to you thereof be held by us at your risk and returnable at your expense and any prior payment made as aforesaid or such part thereof as is attributable to that part of the goods as is defective as aforesaid (as the case may be) shall forthwith become repayable to us.
10. Conformity of material and workmanship to our specifications and the delivery dates and quantities herein specified shall be conditions of this contract, and upon breach of any such conditions we shall be at liberty to treat the contract as repudiated and to exercise the right to reject the goods and to be reimbursed for any purchase monies paid and for damages arising out of such breach.
11. All material, tooling, dies or other equipment or machinery necessary to fill this order and furnished by you, either wholly or in part shall remain your property, but if furnished or paid for in full by us, shall remain or become our property, and you shall insure and keep insured the same under comprehensive cover to the full value thereof in our names and yours as the respective interests appear, and the same shall at all times be used only for our purposes and orders, present or future and you shall keep the same in good condition and repair, ordinary wear and tear alone excepted.
12. If despatch is from a foreign port you shall comply with all the provisions of the customs laws of the country of import in regard to valuation for duty and other matters.
13. Phoenix Systems UK Limited is subject to a wide variety of laws and regulations as well as industry standards relating to energy and resource conservation, recycling, global warming, pollution prevention, pollution remediation, and environmental health and safety. Some of the environmental laws, which affect our businesses are summarised below. We respectfully ask that you comply with these directives.
 - a. European Union Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment ("RoHS") and Directive on Waste Electrical and Electronic Equipment ("WEEE")
 - b. The European Parliament adopted these directives in December 2002. We are required to comply with these laws in accordance with Article 4 (1). RoHS prohibits the use of lead, cadmium, hexavalent chromium, mercury and PBB and PBDE of brominated flame-retardants in electrical and electronic equipment commencing on July 1, 2006. Pursuant to the RoHS directive, our businesses will be required to adapt our products so that they do not contain the prohibited hazardous substances.
 - c. The WEEE directive on the collection and recycling of waste electrical and electronic equipment requires the establishment of recycling systems by August 13, 2005 and the achievement of designated recycling rates by December 31, 2006. Pursuant to the WEEE directive, our businesses will be required to establish collection and recycling systems for waste electrical and electronic equipment and to achieve the recycling ratio of waste electrical and electronic equipment by those dates.
14. All deliveries must be suitably packaged to ensure no damage is incurred during transit to the delivery address. Any deliveries received damaged shall be credited and returned at your cost for immediate replacement.
15. Your acceptance of this order constitutes acceptance of all the above conditions to the conclusion of any terms or conditions imposed or sought to be imposed by you. This contract shall be according to and governed by English Law.
16. ITARS & EARS export control
It is your responsibility as our supplier to advise us of any component that falls under these regulations. The laws prohibit the unlicensed export of certain materials or information for reasons of national security or protection of trade. Most exports do not require government licenses. Only exports that the U. S. government considers "license controlled" under the EAR and/or ITAR require licenses. Export controls usually arise for one or more of the following reasons:
 - a. The nature of the export has actual or potential military applications or economic protection issues
 - b. Government concerns about the destination country, organization, or individual, and
 - c. Government concerns about the declared or suspected end use or the end user of the export

Q.A. CONDITIONS

1. This order is placed subject to Standard Conditions of BS EN ISO 9001 & AS9100. No part of this order may be further sub-contracted without prior reference to Phoenix Systems (UK) Ltd. Phoenix Systems Terms & conditions must be flowed down to any further sub-contractor requirements.
2. Each deliverable item must be clearly labelled and identified. Any deviations affecting form, fit & function, interchange-ability, cosmetic appearance or non-conformance to material specified of goods to be supplied must either be corrected or made subject of concession action. Goods subject to concession may not be supplied until written acceptance has been received. Should any non conformity be identified after delivery Phoenix Systems UK Limited must be notified immediately.
3. Certificate of Conformity (C of C):
 - a. A C of C is required, signed by a competent member of your organization.
 - b. Manufacturers C of C with full traceability.
 - c. Suppliers C of C with full traceability.
 - d. Suppliers Standard C of C without full traceability.
 - e. With test data to be available on request.
4. Mechanical test and / or chemical analysis certificates are required.
5. Purchases in aid of this Purchase Order shall be in accordance with the requirements of MOD (PE) 05-61 Part 3 latest issue.
6. This order is conditional upon you allowing a Quality Assurance Representative to access your Business Processes and Quality Management Systems pertinent to the supply, specified on this Purchase Order.
7. This order is in aid of an MOD Contract and may be subject to Quality Assurance activity at your works, by the Specialist Procurement Services Defence Procurement Agency (SPS DPA) or other Government Body who will advise you accordingly.
8. Goods supplied / received are subject to inspection after delivery, to ensure compliance to purchase order requirements.
9. Suitable precaution shall be taken to prevent deterioration of permanent records. These shall be retained for a minimum of 10 years unless a prior agreement is reached. If documents are to be destroyed Phoenix Systems UK Ltd must be informed prior to any destruction.
10. First Article Inspection Report is required prior to any delivery; no other deliveries will be accepted prior to our FAIR acceptance. Should you change any product and / or process, supplier, facility, equipment or location, then Phoenix Systems UK Limited. must be notified and a new FAIR will be required.