

1. This Purchase Order represents an agreement between Ultra Precision Products Ltd, a UK Ltd company, hereinafter referred to as ULTRA and the Supplier shown on the face of the Purchase Order shall not be binding on ULTRA until accepted by the Supplier.
2. The Supplier shall deliver the goods listed on the Purchase Order to ULTRA at the address shown on the face of the Purchase Order.
3. The Supplier shall not assign or subcontract any part of the goods without ULTRA prior written consent.
4. **HEALTH & SAFETY WARNING:** To protect our employees and representative of this company all goods supplied must not exceed a carton weight of 15kg; unless by separate agreement. Failure to comply may result in the rejection of the goods or other appropriate action.
5. The Supplier shall ensure that the packaging used is adequate to protect the goods whilst in transit against damage of any kind.
6. Title and risk in the goods shall pass to ULTRA after the goods have been received at the destination on the face of the Purchase Order. This transfer will be without prejudice to ULTRA right of rejection.
7. Time of delivery is of the essence of this Purchase Order. With prejudice to any other remedy, any failure to deliver the goods in accordance with the Purchase Order shall entitle ULTRA to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and to claim damages against the Supplier. Should any such delay be attributable to ULTRA or an event beyond the reasonable control of the Supplier, then this will constitute and excusable delay and an adjustment to the contractual time of delivery shall be made. Any failure to deliver on the part of lower tier suppliers is specifically excluded and an excusable delay unless such lower tier supplier shall have been subject to an event beyond their reasonable control.
8. All release documents, advice notes and invoices shall bear the Purchase Order number. Release documents and advice notes shall accompany the goods. Invoices will be paid at the end of the following month of invoice unless otherwise agreed.
9. ULTRA reserves the right to reject any goods which are faulty in design, quality or workmanship or which fail to satisfy the requirements of the Purchase Order. ULTRA further reserves to itself or its agents the right to visit the Supplier's works to check on work in progress at any reasonable time. Without prejudice to any other remedy in the case of breakdown or failure of any description due to defective materials or workmanship ULTRA shall have the option of either replacing the goods or requiring replacement by the Supplier, in either case entirely at the cost of the Supplier, including all cost legitimately incurred by ULTRA.
10. The Supplier warrants that it has the legal right to transfer title in all goods supplied and that all such goods are free of any lien. The Supplier warrants that all goods supplied shall comply with any statute, statutory rule, order or other instrument having the force of law applicable at the time of delivery. The Supplier further warrants that all goods supplied will comply in all respects with the requirements of this Purchase Order, including conformance to relevant technical specifications, performance specifications, descriptions and samples, where applicable, and that all goods supplied shall continue to conform to same for a period of no less than 12 months after delivery. Should any of the above warranties be breached the Supplier shall repair or replace the goods at no cost to ULTRA.
11. All goods with a restricted shelf life shall have a minimum of 90% of their shelf life remaining at the time of delivery unless ULTRA prior written approval is received. In addition, such items shall be supplied clearly identified on their packaging and release documentation with the relevant cure date, date of manufacture, shelf life and/or time expired date.
12. The Supplier shall maintain a Quality Assurance system suitable to support the delivery of Quality Assured goods to ULTRA. ULTRA reserves to itself and its agents the right to audit this system at any reasonable and mutually agreed time. The specific release requirements are stated on the face of the Purchase Order.
13. ULTRA reserves the right to request an amendment to this Purchase Order at any time. If such a request requires additional work to the Supplier, an agreed equitable adjustment will be made to the price and/or the delivery schedule.
14. ULTRA may at its absolute discretion cancel this order at any time by giving written notice to the Supplier. Should this right be exercised for any reason other than default by the Supplier the ULTRA shall pay the Supplier a reasonable price in respect of goods and materials purchased or made solely in support of this Purchase Order by shall otherwise be free from liability? Such reasonable price will be reached through mutual agreement and in any case will not exceed the price which would have been paid had the order been completed.
15. Should the supplier fail to comply with any of the requirements of this Purchase Order the Supplier shall be deemed to be in default. In this event without prejudice to any other remedy. ULTRA reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and where appropriate to claim damages against the Supplier.
16. Without prejudice to any other remedy. ULTRA reserves the right to cancel the Purchase Order summarily by written notice and without compensation if the Supplier becomes bankrupt, has a receiving or administration order made against them or makes a composition or arrangements with or for their creditors or, being a Company, passes a resolution the Company can be wound up of if circumstances occur entitling a person or the Court to appoint a Manager or Receiver to make a winding up order.
17. This transaction is confidential between ULTRA and the Supplier and neither party shall advertise either the transaction or any information gained from the other party as a result of the transaction without the prior permission of the other party.
18. All notices will be deemed to have been lawfully served if sent to either party at the address or fax number stated on the face of the Purchase Order.
19. In the event of any dispute, ULTRA and the Supplier shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution the matter shall be passed for arbitration in accordance with the Arbitration Act 1996. Any such arbitration shall take place in London, England.
20. Any failure by ULTRA to enforce any right afforded it under the terms of this Purchase Order shall not constitute a waiver of its right to enforce such a right at a later date unless such failure is specifically granted in writing as a waiver of that particular right by ULTRA.
21. The supplier must ensure that they notify ULTRA of changes in company structure, product, process definition, suppliers and/or location and where required obtain our approval.
22. The supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
23. It is expected that the supplier shall afford to ULTRA, ULTRA's Customer or Regulatory Authority access to the facility *and facilities at all levels of the supply chain as required*, (including cases where liquidation or similar situations (whereby access to processing information may be prevented in the future) to obtain copies of all manufacturing information held by the supplier prior to any destruction and at our earliest convenience).
24. All documentation relating to ULTRA orders must be retained for a minimum of 10 years unless otherwise stated on our Purchase Order.
25. All goods sent to ULTRA must detail the name or other positive identification and applicable issues of specifications, drawings, process requirements, inspection instructions and other relevant technical data.
26. All productive goods / products must be accompanied by (as a minimum) an appropriate Certificate of Conformity. This does not exclude any further requirements such as test reports which may be required as detailed on the Purchase Order. The documentation must detail manufacturing source, material source and name of all sub-contractors used for the part.
27. Parts are to be packaged so as to ensure no damage in transit and MUST easily identify the parts. Parts from different batches must not be mixed.
28. Any non-conformities including those already delivered (product recall) and any request for concession must be made in writing at the time of discovery. The supplier will accept responsibility for any issues arising against any claims that may be instigated relating to the non-conformity, product recall or concession where it is proven the claim relates to the relevant non-conformity, product recall or concession. ULTRA may require inspection to be carried out by an independent party.
29. The supplier shall upon arrangement allow ULTRA or a representative for ULTRA onto their premises to undertake verification of product and systems, this shall also be extended where required under contractual obligations to ULTRA Customer or customers' representative. Any verifications undertaken by ULTRA or their customer (or nominated representatives) may not be used as evidence of effective control of quality and does not absolve the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by ULTRA or ULTRA's customer.
30. *All suppliers and sub contractors to ULTRA of products and / or services will ensure that persons in their control are aware of a) their contribution to product or service conformity, b) their contribution to product safety and c) the importance of ethical behaviour. All suppliers need to ensure that adequate controls are in place to prevent the use of counterfeit part / materials. Any variances or differences to these requirements must be notified to ULTRA.*