



# BRUNTONS

## AERO PRODUCTS LTD

### Bruntons Aero Products Conditions of Purchase

Issue 6

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#### 1. DEFINITIONS

In these conditions the Buyer means Bruntons Aero Products Ltd, and any subsidiary of the company. The Supplier means the person, firm or company to whom an order is addressed. "Goods" includes materials, commodities and articles in whatever state of completion or manufacture. "Services" includes any work, performance or process to be provided by the Supplier in connection with the Goods.

#### 2. ACCEPTANCE

The Buyer shall not be liable for any order unless it is issued or confirmed on the Buyer's official order form, and any modifications, amendments or special conditions are expressly confirmed in writing by the Buyer.

#### 3. VARIATION

Neither the Buyer nor the Supplier shall be bound by any variation, waiver or addition to these conditions, except as agreed by both parties in writing and signed on their behalf. Any such agreement shall expressly preserve all rights of the Buyer and shall not limit or restrict any of the Buyer's rights under these Conditions, at law or in equity.

#### 4. QUALITY ETC., REMEDIES

(I) Subject to these conditions the Goods and any services to be provided shall

- (a) conform as to quantity, quality and description with the order and any specification standards or drawings stated or referred to in the order.
- (b) be sound materials and workmanship.
- (c) be equal in all respects to any samples, patterns, demonstration or specification provided or given by either party.
- (d) be capable of any standard or performance specified in the order.
- (e) if the purpose for which they are required is indicated in the order either expressly or by implication, be fit for that purpose.

(II) The Buyer may, at its sole discretion, reject any Goods or Services not conforming in any respect with this clause. The Supplier will keep the Buyer indemnified in respect of all loss and/or expense which results directly or indirectly for defective goods, workmanship, design or services supplied or provided by the Supplier and in addition the Supplier will repair, replace or reinstate at the Buyer's option any defective item or items free of charge.

(III) Without prejudice to any right or remedy available to the Buyer under statute or common law the Supplier will keep the Buyer indemnified in respect of any liability suffered or incurred by the Buyer as a result of the supply or use by the Supplier of defective goods, workmanship or services in carrying out the order or as a result of any breach of the conditions, warranties, inducements or representations expressed or implied in the contract or any other breach of contract on the part of the Supplier, including but not limited to all consequential, indirect, punitive, special or loss of profit claims.

(f) The Supplier will notify the Buyer immediately of any non-conforming products. The Supplier shall obtain the Buyer's prior written approval regarding disposition of the Supplier's non-conforming products.

(g) The Supplier will notify the Buyer in writing of changes in product and/or process definition and, where required, obtain the Buyer's prior written approval.

(h) The Supplier will flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

(i) The Supplier will retain all records related to the purchase order for a period of 10 years and will not dispose of any records unless permission to dispose of records is granted by the Buyer. The Supplier will flow the record retention details down to sub-tier suppliers. The Buyer reserves the right to audit and retrieve such records at any time.

(j) The Supplier will provide right of access to Bruntons Aero Products, their customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

(k) Per the requirements of EN 9100:2018 contractors should be aware of the requirements clause

8.4.3k – the need to:

- implement quality management system
- use customer-designated or approved external providers, including process sources (e.g. special processes)
- notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
- prevent the use of counterfeit parts;
- notify the organization of changes to processes, products or services, including changes of their external providers or location of manufacture, and obtain the organization's approval;
- flow down to external providers applicable requirements including customer requirements;
- provide test specimens for design approval, inspection/verification, investigation or auditing;
- retain documented information, including retention periods and disposition requirements.

All obligations herein shall be subject to the Buyer's sole verification and approval.

8.4.3.l – the right of access by the organization, their customer and regulatory authorities to the applicable areas of facilities and of applicable documented information, at any level of the supply chain

8.4.3.m – to ensure that persons are aware of:

- their contribution to product or service conformity
- their contribution to product safety, and
- the importance of ethical behaviour for anyone under your control, including your suppliers – also relating to Anti-Slavery Policy

(I) **Supply Chain Transparency**

(1) The Supplier shall and shall procure (where relevant) that all persons who are performing services or providing goods in connection with, or which will or may be used in performing or to support the performance of this Contract in any part of the world (collectively, its Supply Chain) shall at all relevant times:

(a) comply with the provisions of the Modern Slavery Act 2015 (Act) and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all of its relevant staff have received appropriate training on the same;

(b) not engage in any activity, practice or conduct that would constitute an offence under the Act if such activity, practice or conduct were carried out in the UK;

(c) comply with the Customer's Policy on Modern Slavery and Child Labour, as well as any other policy relating to Slavery and Human Trafficking as required by the Customer;

(d) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain.

All compliance obligations are to be verified by the Buyer at its discretion.

(2) The Supplier shall ensure that each of its sub-contractors shall be bound in writing by terms equivalent in all respects to those set out in this clause. The Supplier shall provide evidence in writing of the Supplier's compliance with this clause promptly on the Customer's request. The Buyer may conduct audits and request evidence of compliance at any time.

(3) The Supplier shall maintain detailed, accurate and up-to-date records setting out its staff hiring procedures, its supplier selection processes and the steps it takes to ensure that it and each

member of its Supply Chain is not engaged in Slavery and Human Trafficking and shall promptly provide copies of such records and any other information relating to the matters set out in this clause to the Customer on the Customer's request. Failure to provide evidence immediately upon request shall constitute a material breach of contract.

(4) The Customer may terminate this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause.

For the purposes of this clause, the phrase Slavery and Human Trafficking shall have the meaning given to it in Section 54 (12) of the Act. Termination rights are cumulative and in addition to all other remedies available to the Buyer.

(5) In completing its obligations related to a Contract, all parties warrant that they will ensure that their employees, agents, suppliers or sub-contractors do not do anything which would infringe any relevant anti-bribery and anti-corruption laws, including but not limited to anything which may amount to an offence under the UK Bribery Act 2010. Supplier warranties in this clause are deemed continuing and enforceable regardless of payment or delivery

(6) All supplier warrant that they will comply with all Environmental Legislation enforced by UK & EU Laws, as well as where required meet Customers additional regulations. Supplier compliance shall be subject to verification by Buyer; non-compliance is grounds for immediate termination or rejection.

#### 5. INSPECTION AND TESTING

(I) The Buyer's inspector or representative and any inspector or representative of the Buyer's customer or the agent thereof, or of any government department concerned shall be entitled on the Buyer's authority to inspect or test the goods or work the subject of the order at any reasonable time at the Supplier's works or at the works of any sub-contractor or assignee for this purpose the Supplier will give to the Buyer or any nominee of the Buyer or otherwise arrange for reasonable facilities of access to the Supplier's work or any such other works.

(II) If specified by the Buyer the Supplier will give adequate notice of works tests which the Buyer is entitled to attend and will provide the Buyer with such test certificates as the Buyer or its customer may reasonably require. Test certificates must meet Buyer's approval before acceptance.

(III) Such inspection does not relieve the Supplier of any liability nor does it imply acceptance of the goods or work the subject of the order.

(IV) The Buyer reserves the right at its option whether to reject any goods or materials in whole or in part (whether or not the same have been delivered to and accepted by the Buyer) or to cancel the order to any part of the order or to delay acceptance of the whole or any part thereof without any further payment or return goods at Supplier's expense even after delivery if defects are later discovered or charge for storage or delay in any of the following circumstances.

(a) failure by the Supplier to comply strictly with the description specification and drawings relating to the materials or goods to be supplied or work to be carried out and/or failure to comply with any British Standard Specification or other specified standard where applicable.

(b) if the materials or goods or work are below the specified standard or fail to pass any inspection or test in accordance with these conditions.

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(c) if the Supplier otherwise fails to comply in all respects with any of its obligations there under.

### **6. PERFORMANCE DELAY**

- (I) Unless otherwise agreed in writing, any time or period given for delivery, despatch, performance or completion shall be of the essence. The Supplier shall forthwith notify the Buyer of any anticipated delay in delivery, despatch, completion or performance.
- (II) The Buyer reserves the right to reject goods or work or performance not delivered or performed on time and/or cancel the whole or any part of the order of which such goods, work or services form part and/or to return any goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights or rejection, cancellation or return shall be available to the Buyer irrespective of the cause of delay, without prejudice to the Buyer's right to damages and any other remedies against the Supplier for breach of contract. Supplier shall be liable for all costs, losses and damages incurred by Buyer due to delay.
- (III) No concession with respect to delay in delivery, despatch, completion or performance shall be construed as a waiver of any of the Buyer's rights and remedies unless such waiver is specifically agreed in writing.

### **7. DELIVERY, PACKING ETC.**

- (I) Deliveries made in advance of the Buyer's requirements may be returned to the Supplier at the Supplier's expense or accepted at the Buyer's option. If the Buyer accepts them, the Buyer shall be entitled to defer payment until the month following the month in which delivery should have taken place.
- (II) Scheduled Orders only. A scheduled order indicates the Buyer's estimated requirements for the goods described therein. The Buyer will not accept delivery of or be in any way liable to pay for any goods described in a scheduled order unless the Buyer has given the Supplier written release instructions which are directly attributable to that scheduled order.
- (III) No responsibility is accepted for goods delivered in excess of the order and all excess goods shall be returned at Supplier's cost.
- (IV) All goods must be adequately protected against damage and deterioration in transit and delivered carriage paid in accordance with the Buyer's instructions (if given) and must bear the name of the Supplier and the description and quantity of the contents, the destination and the Buyer's order number on the packages thereof, unless otherwise agreed by the Buyer in writing. Any failure to comply with above shall render Supplier liable for any damage.
- (V) The Buyer accepts no liability for packing materials, pallets or cases unless previously agreed and the buyers delivery note signed by any servant or agent of the Supplier shall be conclusive evidence that such packaging has been returned.

(IV) The Buyer will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention in transit or non-delivery.

### **8. PASSING OF PROPERTY OF GOODS**

- (I) Notwithstanding any payment by the Buyer, the property in the goods ordered shall pass to the Buyer on delivery to the place specified in the order or as otherwise agreed without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under these Conditions or otherwise.
- (II) Goods shall be at the risk of the Supplier until actually delivered even where the delivery has been delayed or postponed by the Buyer or at the Buyer's request.
- (III) All goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier and all associated costs shall be borne by Supplier.

### **9. PRICE AND PAYMENT**

- (I) Unless the Buyer's order form expressly accepts or stipulates any provision for price variation, the price or rate for the goods and any services to be supplied or provided by the Supplier is fixed and not subject to variation unless the Buyer expressly agrees in writing.
- (II) Failure to attend to any of the following details may mean delay in payment but no prompt payment discount shall be forfeited by the Buyer on account of the Supplier's failure;
- (a) to send on the day of despatch for each consignment of goods a separate advice note and invoice for each delivery or
- (b) to mark clearly the order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating thereto.
- (III) Payment will be made in pounds sterling unless otherwise agreed in writing monthly or at intervals agreed with the Supplier against goods delivered. For payment to be made at the end of the month following delivery or supply, invoices must be received not later than the 10th of that month otherwise payment will be delayed until the end of the subsequent month. All payments will be made without prejudice to the Buyer's rights should the goods or any services prove unsatisfactory or not in accordance with the order. Buyer may withhold payment for any goods or services that fail to meet these Conditions.

### **10. BUYER'S PROPERTY PATENTS ETC.**

- (I) All designs, tools, patterns, drawings, dies, materials, specifications and other items supplied by the Buyer or provided by the Supplier shall be or become the Buyer's sole and exclusive property, shall be maintained by the Supplier at the Supplier's risk and expense in good condition, shall be kept confidential and not be used for any purpose other than carrying out this order or any subsequent order placed by the Buyer and shall be returned delivered to the Buyer carriage paid on request. The Supplier will be responsible for making good immediately and in full any loss of or damage to such items howsoever arising and shall maintain full insurance coverage sufficient to cover replacement value at all times.
- (II) The order and the subject matter thereof shall be treated as confidential between the Supplier and the Buyer and shall not be disclosed by the Supplier (or any sub-contractor or assignee) to any third party or used by the Supplier (or any sub-contractor or assignee) for advertisement, display or publication without the Buyer's prior consent in writing. Any breach of this clause shall constitute a material breach of contract and entitle the Buyer to terminate immediately and claim damages.
- (III) The Supplier agrees neither to quote nor to supply parts made with the Buyer's designs, tools, patterns, drawings, dies or specifications to any third party without the Buyer's prior consent in writing whether during the term of the contract or at any time thereafter, including following completion, termination or expiry of the order.

### **11. PATENT INFRINGEMENT**

The Supplier will keep the Buyer indemnified fully, unconditionally and on an indemnity basis (except in respect of designs provided by the Buyer) against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses whatsoever (including those for royalties, damage or other losses and all legal and professional costs incurred by the Buyer) arising from infringement or alleged infringements of patents, registered designs, copyrights or trademarks in relation to the order and in relation to the use of articles or processes pursuant to the order. Such indemnity shall apply whether or not the infringement is alleged or proven and shall survive delivery, payment, completion or termination of the order. The Supplier shall, at the Buyer's request, promptly and at its own cost assist in the defence of any proceedings which may be brought against the Buyer or those selling or using the Supplier's goods and shall not settle or compromise any such proceedings without the Buyer's prior written consent.

### **12. INDEMNITY**

The Supplier will keep the Buyer indemnified fully, unconditionally and on an indemnity basis against any claim in respect of loss or damage to any movable or immovable property of any nature or type whatsoever of the Buyer or any third party and against any claim in respect of the death or personal injury to any person whether in contract or not or otherwise arising under common law statute or otherwise howsoever as a result of breach of any statutory or common law duty or of any act or omission on the part of the Supplier or any of its employees, sub-contractors, assignees or agents or as a result of the performance or non-performance of the order or otherwise howsoever arising whatever such loss, damage, death or personal injury occurs (including but not limited to the Buyer's premises) including without limitation all direct, indirect, consequential, incidental or punitive losses and damages, loss of profit, loss of reputation, and all legal, professional and other costs and expenses reasonably incurred by the Buyer. This indemnity shall apply whether or not such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise and shall survive delivery, payment, completion, termination or expiry of the order.

### **13. TERMINATION**

If the Supplier being an individual becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors, or being a company is wound up or becomes insolvent or has a receiver appointed or if the Supplier commits any breach of these Conditions or fails to perform the order to the Buyer's satisfaction, the Buyer shall be at liberty at its sole and absolute discretion and without notice at any time thereafter to cancel the order forthwith by written notice with immediate effect and to collect forthwith all material, goods, tools or articles of any description sent to the Supplier for any purpose or to give the Supplier or the receiver liquidator or other person the option of carrying on with the order subject to providing a guarantee in a form and amount acceptable to the Buyer for the due and faithful execution of the order. Termination under this clause shall be without prejudice to any rights, remedies or claims the Buyer may have accrued prior to termination or otherwise at law or under this contract.

### **14. ASSIGNMENT AND SUB CONTRACTING**

- (I) The Supplier shall not without the consent in writing of the Buyer assign or transfer the order or any part of it to any other person and any purported assignment or transfer made without such consent shall be void and of no effect.
- (II) The Supplier shall not without the consent in writing of the Buyer sub contract the order or any part thereof for any reason whatsoever, other than for materials, minor details or for any part of the goods of which the makers are named in the order of the specification. Any such consent may be withheld or granted at the Buyer's sole discretion and shall not relieve the Supplier of any of his obligations, liabilities or responsibilities under the Contract.

### **15. BUYERS KNOW-HOW, INVENTIONS AND IMPROVEMENTS**

When the order includes manufacture to the Buyer's designs or in accordance with the Buyer's know-how, the Supplier agrees to inform the Buyer promptly and in writing of any intention or improvement in design or method of manufacture arising out of or in connection with the order and all inventions, improvements, developments or enhancements (whether patentable or not) and any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall vest exclusively in the Buyer automatically upon creation. The Supplier will give the Buyer at the Buyer's expense all necessary assistance to enable the Buyer to obtain patent registered design and similar rights throughout the world, both during and after completion or termination of the order.

### **16. HEALTH & SAFETY**

The Supplier warrants that the goods or materials to be supplied in accordance with the order will be safe and without risk to health when properly used and the Supplier will provide full, accurate and up to date information in connection with the design testing and use thereof. Any breach of this clause or failure to comply with applicable health and safety laws shall render the Supplier fully liable for all losses, costs, damages, fines, penalties, claims and expenses incurred by the Buyer, whether arising directly or indirectly.

### **17. WORK ON COMPANY'S PREMISES**

Where the order provides for work to be done on the Buyer's premises the following conditions shall apply:

- (I) The Supplier (together with any authorised subcontractor) or any person employed by or carrying out work on its behalf shall;
- (a) not commit any act on the Buyer's premises which will render the Buyer liable at common law or by virtue of any statute and shall fully indemnify and keep indemnified the Buyer against all losses, claims, liabilities, damages, costs and expenses arising therefrom.
- (b) observe the Code of Sale Working Practice for Suppliers issued by the Buyer and all statutory provisions and regulations relating to the safety of persons using the Buyer's premises. The Code of Sale Working Practice shall be available for inspection by the Supplier who shall be deemed to have knowledge of its contents and compliance shall be at the Supplier's sole risk and responsibility.
- (II) The Supplier authorised sub-contractor (if any), or any person employed by or carrying on work on their behalf;

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- (a) shall comply with all requirements as to security on entering or leaving the Buyer's premises
  - (b) shall not commence the contract works until authorised to do so in writing by the person make known by the Buyer to the Supplier as having authority to authorise the commencement of the contract work.
  - (c) shall comply with any instruction by the Buyer or its authorised representative pertaining to the carrying out of the contract work and immediately cease work if so instructed by the Buyer.
- (III)
- (a) The Supplier or authorised subcontractor shall insure and keep insured during the continuance of the contract against all liabilities mentioned herein and the indemnity provided by such insurance shall be for a sum of not less than £1 million or such other sum as may be specified by the Buyer for any one accident.
  - (b) The Supplier shall maintain an employer's liability insurance for a minimum limit of indemnity of £10 million for any one occurrence.
  - (c) The Supplier shall provide a certificate provided by the insurance broker or insurance company containing details of Public Liability and employers liability insurance held prior to commencement of any contract work and upon renewal or request by the Buyer.
- (IV) The Supplier shall be responsible for new works being installed or erected at the Buyer's premises and will maintain insurance to cover loss or damage to such works until completion of the contract and formal written acceptance by the Buyer.

#### **18. TERMINATION AT OPTION OF BUYER**

- (a) performance of work under any purchaser order may be terminated by the Buyer at its sole and absolute discretion in whole or in part at any time by written notice to the Supplier.
  - (b) immediately upon receipt of any such notice of cancellation the Supplier shall; (I) cease work under the relevant purchase order.
  - (II) deliver to the Buyer all completed work which conforms to the quality requirements of such order and does not exceed in quantity, the amount authorised by the Buyer.
  - (III) at the Buyer's request deliver work in progress (but not in excess of amounts authorised, by which are of a type and quality suitable for producing supplies which conform to the requirements of the relevant purchase order.
  - (IV) return to the Buyer all goods belonging to it and in the possession of the Supplier for purposes of the contract.
- (c) The Buyer shall pay for all supplies delivered pursuant to paragraph (b) (II) above at the agreed price and shall pay for work in progress delivered pursuant to paragraph (b) (III) above at such rate as may be reasonable and the Buyer shall have no further liability whatsoever to the Supplier as a result of such termination whether for loss of profit, overheads or otherwise.

#### **19. LAW AND APPLICATION**

- (I) These Conditions shall have precedence over and shall prevail to the exclusion of any Conditions appearing on any quotation, acceptance form, delivery form, invoice or other document or letter emanating from the Supplier and such conditions shall have no effect whatsoever except in so far as they expressly accepted in writing by the Buyer.
  - (II) The contract shall be governed by and construed in accordance with English Law.
- Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the Buyer is entitled in relation to the contract by virtue of statute or common law. The rights and remedies conferred on the Buyer by these conditions are cumulative and in addition to and not in substitution for any other rights or remedies available to the Buyer.