Axnes AS Purchasing Terms and Conditions. T&Cs

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Confidential document and information

Revision history

Revision	Date	Description
Draft A1	21-09-2018	Initial draft
Issue A	21-09-2018	First issue
Issue B	21-11-2018	Updated typos
Issue C	05-02-2019	Add another clause for AS9100
Issue D	18-10-2023	Address Change

1 Conditions of Purchase

1. **Definitions**

(a) “Axnes ” means Axnes AS.

(b) “Goods” means all materials, goods and services to be supplied under this Purchase Order

(c) “Supplier” means the company or firm named on this Purchase Order.

2.

B. **Delivery**

(a) Delivery must be made on the date or dates stated in the Purchase Order to Axnes AS’s premises at Axnes AS, Reddalsveien 57, N-4886 Grimstad, Norway or to such other location as may be specified in the Order failing which Axnes AS may cancel the Order and obtain similar Goods elsewhere and without prejudice to any other rights Axnes AS may have to charge to the Supplier any additional expenses which may be incurred.

(b) The Goods shall be delivered at the risk of the Supplier and at his expense unless otherwise agreed by Axnes AS and the Supplier shall be responsible for ensuring the Goods are suitably packaged for delivery.

(c) All Goods should be delivered with the Supplier’s Delivery Note and release paperwork as specified in the Purchase Order (CofC etc) when required.

(d) Title to the Goods shall pass on the earlier of delivery or payment in part or in whole.

(e) The Supplier shall keep properly insured against the usual perils all Goods for which payment or part payment is made before delivery and shall be responsible for any loss or damage whatsoever caused to the Goods before delivery and risk of loss shall pass to Axnes AS only on delivery.

C. **Defects and Warranties**

(a) The Supplier warrants that the Goods are free from defect are of merchantable quality and, in so far as Axnes AS has made known to the Supplier the purpose for which the goods are to be used are fit for such purpose or, if Axnes AS has not so made know, are fit for the normal purpose for which the Goods are used. The Supplier further warrants that the design, construction and quality of the Goods comply in all respects with

(i) their specifications and description set out in the purchase order or otherwise given to the Supplier by Axnes AS and

(ii) all relevant requirements of any statute statutory instrument or order which may be in force at the time when the Goods are supplied to or used by Axnes AS.

(b) The Supplier will inspect and test the Goods prior to delivery to ensure compliance with their Specification and description set out in the purchase order or otherwise given to the Supplier by Axnes AS and, if requested, shall supply to Axnes AS copies or records of such inspection.

D. **Counterfeit Parts**

(a) The Supplier agrees and shall ensure that suspected unapproved, unapproved and Counterfeit Goods are not contained in goods delivered to Axnes AS through the implementation of policies that include prevention, detection and risk mitigation methods to protect against such risks.

(b) Should the supplier become aware, or suspects that it has supplied Counterfeit Goods it shall immediately notify Axnes AS. When requested the supplier shall provide downstream supplier documentation to prove the traceability of the parts to the applicable approved supplier.

E. **Rejection of Goods**

(a) Axnes AS shall be entitled to reject any goods which are in any way faulty or defective without being liable to the Supplier for any payment.

(b) Any money received from Axnes AS in respect of rejected goods shall be repaid promptly.

(c) If the Supplier fails to meet any of the conditions in this Purchase Order Axnes AS shall be entitled to cancel the Order by reasonable written notice to the Supplier or at its direction may treat the Goods as rejected in which case sub-clauses (a) and (b) of this clause shall take effect.

(d) The Supplier will notify Axnes AS of any non-conforming product, even after delivery

F. Rights of Access

(a) Axnes AS, our customers and nominated representatives e.g. CAA-N, reserve the right of access to the Supplier's premises and those of its permitted sub-contractors and shall be afforded all necessary access and facilities at any reasonable time to check the progress, quality or records relating to the work being carried out, even after completion.

G. Indemnity

(a) The Supplier shall indemnify Axnes AS against any claim by any person relating to death or personal Injury or any loss or damage to any property or any other loss or damage whatsoever caused by Defect in the Goods (whether or not apparent from examination) or caused by any breach of contract, negligence or other default of the Supplier, his servants or agents. This indemnity includes all costs, charges or expenses whatsoever incurred by Axnes AS in connection with any claim or legal proceedings made or taken by any person and such costs, charges or expenses shall be recoverable from the Supplier on a full indemnity basis.

H. Insurance

(a) The Supplier will effect and keep in force a policy of insurance with a Company authorised under the Insurance Company Act 1982 or any amendments or statutory replacements thereof in the sum of at least £1,000,000 (or equivalent currency) against all claims arising out of death or personal injury or any loss of or damage to any property (including land) caused to any person by reason of a defect in goods supplied by the Supplier to Axnes AS whether or not such defect arose as a result of a breach of contract, negligence or other default on the part of the Supplier.

(b) A copy of the insurance policy referred to in sub-clause (a) shall be made available by the Supplier to Axnes AS on demand.

I. General

(a) These conditions exclude any other terms and conditions inconsistent therewith which either party might seek to impose including any other terms and conditions contained in a later document which purport to exclude any conditions inconsistent with them.

(b) Acceptance by the Supplier of the purchase order shall be deemed to be acceptance of these conditions contained in quotations, letters, invoices or other communications issued by the Supplier shall annul or vary them unless expressly agreed in writing by Axnes AS and the Supplier.

(c) Any reference to any statute, regulation or other matter includes reference to any amendments, re-enactments, extensions or replacement of the same.

(d) Should the price, material used, drawing number or revision differ from that of the purchase order written approval should be obtained from Axnes AS before proceeding

(e) The supply of alternative product, manufacturing process or location, concession, scrapping, subcontracting of our issued product must have our prior agreement

(f) The supplier will supply the release certification (certificate of conformity) and any other paperwork or documentation requested in the purchase order

(g) The supplier must ensure that ethical behaviour is followed at all times.

(h) The Supplier must ensure that their staff are aware of:

− their contribution to product or service conformity;

− their contribution to product safety;

J. **Record Retention**

(a) The supplier will retain records for material traceability, test and inspection for 5 Years as hard copies and then a further 10 years (minimum) as either hard or electronic files