Purchasing Terms & Conditions

1. Definitions

- **Buyer**: Trinity Precision Engineering Limited.
- **Supplier**: The party supplying Goods and/or Services.
- **Goods**: Any materials, components, parts, consumables, tooling, or other items supplied.
- **Services**: Any work performed for the Buyer including processing, inspection, testing, calibration, subcontract operations, logistics, and related activities.
- **Order**: The Buyer's purchase order (including drawings, specifications, quality requirements, and delivery instructions).
- **Specification**: Any drawings, standards, material specs, process specs, inspection requirements, and other requirements referenced in the Order.
- **3.1 Certificate**: Material certification to EN 10204 Type 3.1 (or equivalent as stated in the Order).

2. Scope and acceptance

1. These Terms apply to all Orders placed by the Buyer and override any Supplier terms (including on quotations, acknowledgements, delivery notes, or invoices).
2. The Supplier accepts these Terms by any of the following: confirming the Order, starting work, shipping Goods, or providing Services.
3. If the Supplier cannot comply with any requirement, they must notify the Buyer in writing **before** accepting the Order.

3. Contract documents and precedence

1. The contract consists of (in order of precedence):
    1. The Order (including any special terms stated on it)
    2. These Terms

3. The Specification (including and special requirements, critical items or key characteristics).
4. Any test, inspection and verification requirements (including production process verification).
5. Any definition of the use of statistical techniques required for product acceptance and any related instructions for acceptance required by the Buyer.
6. Any applicable requirements that the Buyer's customer has placed on them.
7. Any agreed written variation signed by the Buyer
8. No variation is effective unless agreed in writing by the Buyer.

4. Price, invoices and payment

1. Prices are fixed as per the Order and include all packaging, certificates, and delivery to the stated delivery address unless the Order states otherwise.
2. No additional charges apply without prior written agreement.
3. The Supplier must invoice quoting the Buyer's purchase order number and item lines.
4. Payment terms are 60 days end of month from receipt of a valid invoice, unless the Order states otherwise or alternative terms agreed.
5. The Buyer may withhold payment for disputed amounts until resolved.

5. Delivery, lead time and time is of the essence

1. Delivery dates are as stated on the Order.
2. The Supplier must immediately notify the Buyer of any risk to delivery date, quantity, or conformity.
3. Early delivery is only permitted with the Buyer's prior agreement.
4. The Buyer may reject deliveries outside the agreed delivery window.

5. Title and risk:
    1. Risk passes on delivery to the Buyer's nominated address (or on acceptance if later).
    2. Title passes on payment, or on delivery if earlier, unless otherwise agreed.

6. Packaging, identification and documentation

1. Goods must be packaged to prevent damage, corrosion, contamination, and mix-ups.
2. Each package must be clearly labelled with:
    1. Buyer PO number
    2. Part number and description
    3. Quantity
    4. Heat/batch/lot number (where applicable)
    5. Supplier name
3. Delivery documentation must include:
    1. Delivery note referencing the PO
    2. Any required certificates (including 3.1 where applicable)
    3. Inspection reports where specified

7. Quality, conformity and certification

1. The Supplier warrants that all Goods/Services will conform to the Specification and be fit for purpose.
2. The Supplier confirms that they have appropriate design and development controls, appropriate to the services / products they are supplying.
3. **3.1 certification is mandatory** where stated on the Order. The Supplier must provide a 3.1 Certificate that:
    1. References the Buyer PO and line item

2. Identifies the material grade/specification
3. Includes heat/batch number traceable to the delivered Goods shows chemical and mechanical test results as required by the relevant standard

3. Where the Order requires full traceability, the Supplier must maintain traceability from incoming material through processing to delivered Goods.
4. The Supplier must:
    1. not substitute materials, processes, sources, or specifications without the Buyer's prior written approval.
    2. Operate an effective quality management system, including record management system and maintain records.
    3. Use Buyer designated, or Buyer approved external providers, should the supply chain extend past the Supplier.
    4. Prevent the use of counterfeit parts.
    5. Notify the Buyer of any changes to processes, products, or services, including changes to their external providers or location of manufacture and obtain the Buyer's approval.
    6. Flow down any requirement's of the Buyer's customer to their supply chain, as applicable.
    7. Provide test specimens for design approval, inspection / verification, investigation, or auditing.
    8. Retain documented information, including retention periods and disposition requirements.
    9. Ensure that your employees are aware of:
        1. Their contribution to product or service conformity
        2. Their contribution to product safety
        3. The importance of ethical behaviour

8. Inspection, test and right of access

1. The Buyer (and where relevant, the Buyer's customer and/or regulatory authorities) may inspect and/or witness tests at the Supplier's premises (including applicable areas of the Supplier's facilities and to applicable documented information) by reasonable notice. This requirement can be extended to any level of the supply chain, as required.
2. Such inspection does not relieve the Supplier of responsibility for conformity.
3. The Supplier must retain quality records (including material certs, inspection results, calibration records, and process records) for **at least 6 years** (or longer if stated on the Order).

9. -conforming product and corrective action

1. The Supplier must notify the Buyer immediately upon discovering any non-conformance affecting Goods/Services supplied or in progress.
2. No rework, repair, concession, deviation, or "use as is" is permitted without the Buyer's prior written approval.
3. The Supplier must support root cause analysis and provide corrective/preventive action within timescales requested by the Buyer.
4. The Supplier must bear all costs arising from non-conformance, including inspection, sorting, rework, replacement, scrap, and expedited freight.

10. Changes and obsolescence

1. The Supplier must notify the Buyer in advance of any proposed changes that could affect form/fit/function, performance, quality, or compliance (including changes to sub-suppliers, processes, equipment, location, or materials).
2. The Supplier must notify the Buyer promptly of any obsolescence risk, long lead items, or supply constraints.

11. Warranties

1. The Supplier warrants that Goods will be free from defects in design (if applicable), material, workmanship, and manufacturing/processing.
2. Warranty period is **24 months from delivery** (or **12 months from first use**, whichever is earlier), unless the Order states otherwise.
3. Remedies include (at Buyer's option) repair, replacement, re-performance, refund, and recovery of associated costs.

12. Liability and indemnity

1. The Supplier is liable for all direct losses, costs, and expenses arising from breach of contract, negligence, or supply of non-conforming Goods/Services.
2. The Supplier indemnifies the Buyer against claims, losses, and costs arising from:
    1. Defective Goods/Services
    2. Infringement of third-party intellectual property rights
    3. Breach of confidentiality
3. Nothing limits liability for death/personal injury caused by negligence, fraud, or any liability that cannot be limited under applicable law.

13. Confidentiality and intellectual property

1. All drawings, specifications, data, and information provided by the Buyer are confidential and must not be disclosed or used except to fulfil the Order.
2. All Buyer tooling, gauges, fixtures, and materials remain Buyer property and must be clearly identified, maintained, and returned on request.
3. Any IP created specifically for the Buyer under the Order vests in the Buyer unless otherwise agreed in writing.

14. Compliance, ethics and modern slavery

1. The Supplier must comply with all applicable laws and regulations, including export controls where relevant.
2. The Supplier must comply with the UK Modern Slavery Act 2015 and maintain appropriate policies and due diligence.
3. The Supplier must not offer or accept bribes and must comply with the UK Bribery Act 2010.

15. Insurance

The Supplier must maintain adequate insurance, including public/products liability and professional indemnity (where Services are supplied), and provide evidence on request.

16. Termination

1. The Buyer may terminate an Order immediately by written notice if the Supplier:
    1. Fails to deliver on time or supplies non-conforming Goods/Services and does not remedy promptly
    2. Becomes insolvent or ceases trading
    3. Commits a material breach
2. On termination, the Supplier must stop work, protect Buyer property, and provide work-in-progress and records as requested.

17. Force majeure

Neither party is liable for failure caused by events beyond reasonable control, provided the affected party notifies the other promptly and mitigates. This does not excuse the Supplier from obligations to protect Buyer property or provide status updates.

18. Governing law and jurisdiction

These Terms and any dispute arising from them are governed by the laws of **England and Wales**, and the courts of England and Wales have exclusive jurisdiction.