



A&M EDM LTD

AM WI 002

Supplier Requirements

Work Instruction

1.0 Purpose

- 1.1 The purpose of this document is to ensure that when parts or services are purchased by A&M EDM Ltd that the controls undertaken by both A&M EDM Ltd and the Supplier ensure that they are controlled in such a manner that consistent quality of product is maintained.

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3.0 Definition

- 3.1 In this document “the Company” or “Buyer” means A&M EDM Ltd or a representative of them. “Supplier” means the person/persons/company providing the goods or services.
- 3.2 Nothing in the terms of these Conditions shall make or be construed as creating the Supplier the agent of the Buyer.

4.0 Supplier Evaluation

- 4.1 Key Suppliers shall be subject to evaluation by either visit or postal method at intervals not exceeding 24 months.

5.0 Supplier Performance

- 5.1 Should the Supplier’s performance not meet the requirements of A&M EDM Ltd, then they may ask for an improvement plan and monitor the Supplier’s performance against that plan. Should no improvement take place, or the rate of improvement be unacceptable to the Buyer, then A&M EDM Ltd may suspend or remove the Supplier from the Approved Suppliers List and/or cancel existing orders.

6.0 Acceptance of Order

- 6.1 To be valid and recognized by the Company, all orders must be written on the Company’s official order form, bearing an order number and signed by an authorized signatory of the company. The company reserves the right to refuse payment for any goods/services not ordered on an official order.

7.0 Confidentiality

- 7.1 The terms of all orders of the Buyer or information supplied by the Buyer to support the order, are strictly confidential.

8.0 Quality Requirements

8.1 General

Without prejudice to the Buyers rights of inspection, all goods/services carried out against any order must, unless otherwise previously agreed in writing, be strictly to the quality required by and in complete accordance with Quality Control, engineering specifications, drawings or any other data officially supplied and all goods must be new and in good condition when delivered.

8.2 Change in Product or Service

The Supplier is required to notify A&M EDM Ltd of any changes in the product/service prior to the application of any such changes to the products.

8.3 Nonconforming Product

The Supplier shall notify the Buyer of any nonconforming product as soon as they are aware of such a condition and prior to its dispatch. Any arrangements for approval of such non-conformance shall be given in writing prior to the release of the goods.

8.4 Retention of Records

All Quality records relating to work undertaken on A&M EDM Ltd products shall be retained by the Supplier, in an environment which shall protect against deterioration, and shall only be disposed of with written permission from A&M EDM Ltd.

8.5 Rights of Access

As part of the contract conditions the Company, its Customer or any authorized regulatory body shall be afforded the right of access to the Supplier's premises to inspect any of the Company's work being undertaken. Also the Buyer reserves the right to inspect the goods prior to dispatch from the Supplier's premises, but such inspection shall not be construed in any way as acceptance of goods.

Any goods or services carried out that fails to pass such an inspection will be liable to rejection at the Supplier's risk and must be replaced by the Supplier forthwith or as may be otherwise agreed without further change.

9.0 Delivery

9.1 The goods must be suitably preserved and packed by the Supplier. Unless specified to the contrary at the time of quotation, any packaging, boxing and crating shall be non-chargeable and non-returnable.

9.2 A Delivery/Advice Note must be sent with the goods, the note shall clearly state the official order number.

9.3 The contract must be carried out in the time stated on the Purchase Order. If delivery of goods/services is delayed by any circumstances of a force majeure nature, a reasonable extension of time may at the Buyer's option be granted provided that written notification of such delay is given immediately it arises. The Buyer, however, reserves the right to cancel an order, either in its entirety or in part without liability if delivery is not affected, or if the work is not completed within the time stated or within any agreed extension thereof.

9.4 Unless instructed to the contrary by the Buyer, the Supplier shall deliver the goods to the place of destination specified on the order, at the supplier's risk.

10.0 Supplier's Warranty

10.1 The Supplier warrants that all goods supplied and work done under the order are fit and sufficient for the purpose for which they are intended to be used; that they are of merchantable quality and free from defects whether patent or latent, in both material and workmanship. The benefit of this warranty together with any other warranty made by the Supplier or on his behalf or as implied by law shall pass to the Buyer, its successors, assigns and/or to the persons to whom the materials or goods incorporating the same may pass or be resold.

11.0 Supplier's General Indemnity

11.1 The Buyer shall not be held responsible or liable for any loss, damage or expense resulting from the Supplier's execution of the contract with the Buyer and the Supplier shall indemnify and keep the Buyer indemnified against any loss, damage, expense, or injury to any property or persons in consequence of any defect in design (not originating with the Buyer), work or material or from any negligence of the Supplier, its servants or agents. If the Buyer shall become subject to any such claim, the Supplier will render all reasonable assistance as required by the Buyer to settle or defend any such claim or proceeding or arbitration arising therefrom.

12.0 Health & Safety

12.1 All goods supplied must conform with Health & Safety at Work Acts, and any relevant COSHH data sheets shall be supplied

13.0 In Cases of Bankruptcy

13.1 If the Supplier should have a Receiver or Liquidator appointed then the Buyer shall have the right to terminate the order and/or to enter upon the Supplier's premises and to remove all such Goods, partly completed Goods and materials, in which title has passed to the Buyer. Where Goods are unfinished or not manufactured the Buyer may employ others to complete the Goods and the Supplier shall not be entitled to payment against the order for any work carried out until such Goods are completed.

14.0 Saving of Rights

14.1 Failure by the Buyer to enforce any of these Conditions shall not be construed as a waiver of any of the Buyer's rights.

15.0 English Law Applies

15.1 The contract shall be construed and operate in accordance with the laws of England.