

## STANDARD CONDITIONS OF PURCHASE

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### DEFINITIONS

- **“Company” / “WEL”** means *Whiteland Engineering Ltd*, Unit 5, Alverdiscott Road Industrial Estate, East-the-Water, Bideford, Devon, EX39 4LQ
  - **“Supplier”** means the party providing goods and/or services
  - **“Goods/Services”** means all products, materials, or services supplied under a Purchase Order (“PO”)
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### 1. GENERAL CONDITIONS

- 1.1 All Purchase Orders issued by WEL constitute an offer subject exclusively to these Conditions.
  - 1.2 Acceptance of a PO (including starting work) constitutes full acceptance of these Conditions.
  - 1.3 No variation shall apply unless agreed in writing by WEL.
  - 1.4 Each PO forms a separate legally binding contract.
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### 2. QUALITY & CONFORMITY

2.1 All Goods/Services must comply with:

- Purchase Order requirements
- Drawings and specifications
- Applicable standards

#### 2.2 Non-Conformance

- No non-conforming product may be supplied without written approval
- All issues must be reported immediately

2.3 WEL reserves the right to reject, rework, or recover costs.

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### 3. CHANGE CONTROL

3.1 The Supplier must notify WEL in advance of any changes to:

- Product design
- Process
- Materials
- Manufacturing location

3.2 No changes without written approval.

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#### **4. DELIVERY**

4.1 Delivery dates are binding.

4.2 The Supplier must:

- Notify immediately of delays
- Provide recovery plans

4.3 WEL may cancel or recover costs for late delivery.

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#### **5. SUB-TIER SUPPLIERS**

5.1 All requirements must be flowed down.

5.2 The Supplier remains fully responsible.

5.3 Sub-tier changes require WEL approval.

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#### **6. IDENTIFICATION & TRACEABILITY**

6.1 PO number must appear on all documentation.

6.2 Full traceability must be maintained where required.

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#### **7. CERTIFICATION**

7.1 Provide:

- Certificates of Conformity
- Certificates of Analysis
- Process certifications

7.2 Certification must match PO requirements.

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#### **8. RECORD RETENTION**

8.1 Minimum **5 years** retention (unless otherwise stated).

8.2 Includes:

- Inspection records
  - Material certs
  - Process data
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## **9. PERSONNEL COMPETENCE**

9.1 Maintain authorised personnel list.

9.2 Ensure training and competence.

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## **10. ETHICAL SOURCING**

Supply chain must be free from:

- Child labour
- Forced labour
- Human trafficking

Must prevent:

- Counterfeit parts
  - Fraudulent documentation
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## **11. CONFLICT MINERALS**

Must comply with **Dodd-Frank Section 1502** where applicable.

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## **12. REGULATORY COMPLIANCE**

Must comply with:

- UK REACH
  - RoHS
  - Applicable UK/EU legislation
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## **13. RIGHT OF ACCESS**

WEL, customers, and regulators may access:

- Premises
- Records
- Sub-tier suppliers

For audit and verification.

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## **14. PACKAGING**

Goods must be:

- Adequately protected

- Free from damage/corrosion
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## **15. COST RECOVERY**

WEL may recover costs for:

- Defects
  - Delays
  - Rework
  - Production disruption
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## **16. CONTINUOUS IMPROVEMENT**

Suppliers must actively improve:

- Quality
  - Delivery
  - Performance
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## **17. CONFIDENTIALITY**

All WEL information must remain confidential.

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## **18. GOVERNING LAW**

Laws of **England and Wales** apply.

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## **19. PRODUCT SAFETY**

19.1 Supplier must ensure product safety across lifecycle.

19.2 Must:

- Identify risks
- Control safety-critical features
- Ensure staff awareness

19.3 Safety issues must be reported immediately.

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## **20. HUMAN FACTORS**

20.1 Supplier must address human factors.

20.2 Must consider:

- Fatigue
- Workload
- Environment

20.3 Promote:

- Attention to detail
  - Accountability
  - Open reporting culture
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## **21. COUNTERFEIT PARTS PREVENTION**

21.1 Robust systems must prevent counterfeit parts.

21.2 Procurement only from:

- OEMs
- Approved sources

21.3 Must ensure:

- Traceability
- Document authenticity

21.4 Suspected counterfeit must be:

- Reported immediately
  - Quarantined
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## **22. CYBERSECURITY**

22.1 Supplier must protect all WEL data.

22.2 Must align with:

- UK NCSC guidance
- ISO 27001 principles

22.3 Must ensure:

- Secure storage and transfer
- Restricted access

22.4 Breaches must be reported immediately.