

Purchasing - Terms & Conditions



Newmont Engineering
 Julien Road,
 Ealing,
 London.
 W5 4XE
 Tel: 020 8567 3924
 Fax: 020 8579 3630
 www.newmonteng.co.uk

Purchasing Terms & Conditions (T&C1)

1. General

"**supplier**" means the company, firm, or person to whom the order is addressed.

"**Newmont**" means Newmont Engineering Co. Ltd., Julien Road, Ealing, W5 4XE.

- a) These conditions are the only conditions upon which Newmont will deal with the supplier and they shall govern the contract to the entire exclusion of all other terms or conditions.
- b) Each order for goods and/or services by Newmont from the supplier is an offer by Newmont that is made on and subject to these conditions.
- c) The supplier agrees that no terms or conditions endorsed upon, delivered with or contained in the seller's quotation, acknowledgement or acceptance of order, specification (other than the technical specification) or similar document will form part of the contract and the supplier waives any right to rely on such terms and conditions.
- d) Each purchase order is a separate agreement between Newmont and the supplier.
- e) The supplier shall not assign or sub-contract the contract or any part of it without the prior written consent of Newmont.

2. Inspection and Testing

- a) The supplier will test and/or inspect items to the requirements of ISO9001/AS9100 (including First Article Inspection (FAI), and Key Characteristics) and the purchase order. Newmont will provide to the supplier all relevant specifications and test/inspection data as is required.
- b) The supplier will retain any test pieces/samples and records used in NDT, Heat Treatment and/or 'Plating' for a minimum of 4 years or by the period defined by the prime contractor, whichever is the greater. Test pieces/samples will be uniquely identified and traceable to the batch represented.
- c) Newmont shall be entitled to:-
 - 1) inspect and/or test the goods at any time prior to delivery, and the supplier shall give Newmont free and safe access to its premises (or those of its sub-contractors) to conduct the inspection and will provide such facilities as Newmont may reasonably require;
 - 2) require one or more samples to be submitted to it for inspection and testing prior to despatch of the goods.

- d) Inspection and testing under condition 2. c) shall not constitute acceptance of the goods by Newmont and is without prejudice to Newmont's other rights and remedies (including the right to reject the goods if they do not conform to the specification requested upon their receipt).
- e) If, as a result of any inspection or testing carried out, Newmont is not satisfied that the goods comply in all respects with the relevant purchase order, or with the specification, then the supplier shall take all steps necessary to ensure compliance.
- f) Newmont will not accept any product or service that is not as specified in the purchase order without written request from the supplier and approval by Newmont. (To be known as a concession).
- g) The supplier will reimburse Newmont for any additional costs incurred by Newmont arising out of any re-inspection and/or testing.
- h) The supplier shall provide to Newmont, its customer and/or regulatory authorities the right of access to all facilities and records applicable to the order.

3. Delivery

- a) The supplier shall deliver the goods to, and the services shall be performed at, the delivery address during Newmont's normal working hours unless otherwise specified in the purchase order.
- b) The supplier shall inform Newmont or deliver the goods on the Delivery Date. The supplier shall perform the services for the period specified in the order. Time for delivery of the goods or performance of the service(s) is of the essence.
- c) If delivery is delayed the supplier must inform Newmont immediately of such delay and takes all reasonable steps to mitigate the effect of the delay, Newmont shall grant the supplier such extension of time as it may consider reasonable in the circumstances.
- d) The supplier shall properly pack and secure the goods, and all despatches must prominently bear the Newmont order number and part codes (if any). Newmont shall not be obliged to accept early delivery or delivery in instalments.
- e) If any of the Goods are found not to be in accordance with the contract during a period of 12 months following the date of delivery, Newmont shall be entitled (without prejudice to any other rights or remedies it may have) to reject those goods by notice in writing and the supplier shall reimburse to Newmont all sums paid for those goods.

4. Warranty, Guarantee and Quality

- a) The supplier warrants and represents to Newmont that the goods and services:-
 - 1) are free from any third party lien, claim, title or interest;
 - 2) shall be of good and merchantable quality and fit for the purpose for which they are intended;
 - 3) shall conform in all respects with the terms of the contract and the specification;
 - 4) shall be free from defects in design, materials and workmanship;

Purchasing - Terms & Conditions

- 5) have been supplied using qualified and experienced personnel to carry out the related tasks;
 - 6) were manufactured using all reasonable care and skill;
 - 7) have been provided in a timely and efficient manner; and in accordance with any reasonable instruction notified by Newmont;
 - 8) shall conform to the standards and the specification contained in the purchase order. Where there is any doubt or uncertainty the supplier must obtain written clarification from Newmont;
 - 9) shall comply with applicable law; and
 - 10) shall be provided to Newmont with adequate instructions to enable Newmont to make full use of the goods.
- b) All relevant documents and records, pertaining to the order, created by and/or retained by the supplier shall conform to ISO9001/AS9100 and be retained for a minimum of 4 years or by the period defined by the prime contractor, whichever is the greater.
 - c) The supplier shall notify Newmont of any non-conforming product, material or service in a timely manner and if applicable request a concession from Newmont.
 - d) The supplier shall notify Newmont of any changes in product and/or process definition and where required obtain Newmont approval.
 - e) The supplier shall, when applicable, flow down to any sub-tier supplier, applicable requirements, standards, characteristics and/or corrective action requirements.
 - f) The supplier shall, when applicable, provide evidence of product or service quality by means of relevant certificates of conformity, test reports, records, etc.
 - g) The supplier shall ensure that all representatives of the supplier shall comply with Newmont's security arrangements, office procedures and regulations whenever attending Newmont's premises.
 - h) The supplier shall comply with any purchasing/procurement guidelines issued by Newmont from time to time.

5. Price and Payment

- a) The price is inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery of the goods to the delivery address and any duties, imposts, customs or levies other than VAT.
- b) The supplier shall quote the order reference on all invoices and send them to the address indicated on the order. Newmont shall return invoices which have no order reference and shall not be obliged to pay such invoices.
- c) Newmont may deduct from any sums due and payable to the supplier any monies due from the supplier to Newmont.
- d) If no payment terms are set out in the order, then Newmont shall pay (subject to receipt of an invoice) for the goods and/or services by or on the last day of the month following the month during which the goods were delivered and/or services performed or during which the invoice for the goods and/or services is received, whichever is the later.

6. Regulations, Labelling and Governing Law

- a) The supplier shall be responsible for compliance with all Applicable Law and the supplier shall ensure that the goods when delivered to Newmont are labelled in such a way as to ensure the safety which a person is entitled to expect from the goods.
- b) The contract and the relationships of the parties in connection with the subject matter of the contract will be governed by and determined in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England in relation to any legal action or proceedings arising out of, or in connection with the contract.

7. Amendments

No amendment, interpretation or waiver of any of the provisions of the Order, the Contract, or these Terms and Conditions shall be effective unless made in writing and signed by the authorised representatives of Newmont and the supplier.
