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# TERMS AND CONDITIONS OF PURCHASE

Commercial terms and AS9100 quality requirements for our suppliers
Version 2.0 | Issued 15/10/2026

A.D. Metal Spinners Ltd, registered in England and Wales, company number 01146698. Registered office: 56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY.

Our suppliers contribute directly to the conformity and safety of the parts we make, many of which are used in aerospace. These terms set out what we ask of you. Part A covers the commercial terms of every purchase order we place. Part B covers the quality requirements for the material, parts and processes that go into the products we deliver to our customers.

This is **version 2.0**. It applies to every Order we place on or after 15/10/2026, and replaces our AS9100 Supplier Terms and Conditions and all earlier versions of our purchasing terms.

## PART A: COMMERCIAL TERMS

Applies to every purchase order we place.

### A1. DEFINITIONS

**A1.1** In these terms:

(a) "we", "us" and "our" mean A.D. Metal Spinners Ltd;

(b) "you" and "your" mean the supplier to whom an Order is addressed;

(c) "Order" means our purchase order, numbered and issued in writing, together with the documents it refers to;

(d) "Goods" means the material, parts and other items to be supplied under an Order;

(e) "Services" means the work to be carried out under an Order, including laser cutting, machining, heat treatment, welding, finishing, testing, inspection and calibration;

(f) "Specification" means the drawings, specifications, revisions, standards and requirements stated in or referred to in the Order;

(g) "Business Day" means a day other than a Saturday, Sunday or public holiday in England.

**A1.2** "Writing" and "written" include email.

### A2. BASIS OF PURCHASE

**A2.1** These terms apply to every Order. They apply in place of any terms in your quotation, acknowledgement, delivery note, invoice or other document, even if those terms say they take priority. They can only be varied in writing by one of our directors.

**A2.2** An Order is our offer to buy. It is accepted when you acknowledge it or, if earlier, when you start work on it or deliver it.

**A2.3** Please acknowledge each Order within 3 Business Days, confirming the price and delivery date. If you cannot meet any part of the Order, tell us before you accept it.

**A2.4** We are bound only by Orders issued on our purchase order with an order number. A verbal instruction is only binding once confirmed by an Order.

### A3. WHAT YOU SUPPLY

**A3.1** You must supply the Goods and Services exactly as the Order and Specification require, at the revision stated.

**A3.2** If anything in the Order is unclear, incomplete or contradictory, ask us before you start. Do not substitute any material, process, part or design without our written approval.

## A4. PRICE

**A4.1** The price is as stated on the Order and is fixed. Unless the Order says otherwise, it includes packaging, the certification required by Part B, and delivery to our premises.

**A4.2** Where the Order says "price to follow", the price is your current quoted price for that work. If there is none, you must tell us the price before you invoice. We are not bound by a price we have not agreed.

**A4.3** Prices exclude VAT, which must be shown separately on your invoice.

## A5. DELIVERY

**A5.1** You must deliver on the date stated in the Order, to the address stated, or to our premises if none is stated. Time for delivery is of the essence.

**A5.2** Tell us in writing as soon as you know of any risk to a delivery date, and give a new date. Agreeing a new date does not affect our other rights.

**A5.3** Do not deliver early, in part, or in excess of the quantity ordered without our agreement. We may return early or excess deliveries at your cost, or hold them at your risk.

**A5.4** Each delivery must carry a delivery note quoting our Order number, part number, revision, quantity and batch, and the certificates required by Part B. We may hold a delivery, and the related payment, until the correct documents are supplied.

## A6. INSPECTION AND REJECTION

**A6.1** We may inspect and test Goods on receipt or later, and during manufacture by arrangement. A signature on your delivery note confirms only the number of packages received.

**A6.2** Neither delivery, payment nor inspection is acceptance. We may reject Goods that do not conform to the Order, including defects found after delivery, within the warranty period in clause A8.

**A6.3** For rejected Goods, at our choice you must promptly repair or replace them at your cost, or refund the price. You will pay the carriage both ways.

**A6.4** You must also pay our reasonable costs caused by nonconforming Goods. These include sorting, rework, re-inspection, scrap, extra handling, and any costs our customer charges us because of them.

## A7. RISK AND OWNERSHIP

**A7.1** Risk passes to us on delivery to the address in the Order. Ownership passes to us on delivery or on payment, whichever is earlier, free of any charge or claim.

## A8. WARRANTY

**A8.1** You warrant that the Goods and Services will:

(a) conform to the Order and the Specification;

(b) be of satisfactory quality, and fit for any purpose made known to you;

(c) be free from defects in design (where the design is yours), materials and workmanship;

(d) be made from genuine, new material, traceable to its origin;

(e) comply with all applicable laws and regulations.



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**A8.2** This warranty lasts for 12 months from delivery to us. Terms implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 also apply.

**A8.3** Services must be carried out with reasonable skill and care, by suitably qualified people.

## A9. INVOICING AND PAYMENT

**A9.1** Invoice us after delivery, quoting our Order number. Invoices without an Order number, or for deliveries without the required certification, may be returned unpaid.

**A9.2** We pay correct, undisputed invoices within the payment terms stated on the Order or, if none are stated, within 30 days of the invoice date.

**A9.3** We may set off against your invoices any sum you owe us.

## A10. CHANGES AND CANCELLATION

**A10.1** We may change the quantity, delivery dates or Specification of an Order by written notice. Tell us within 5 Business Days if the change affects the price or delivery. Any adjustment must be agreed in writing before you act on it.

**A10.2** We may cancel all or part of an Order at any time by written notice. You must then stop work as instructed.

**A10.3** If we cancel for reasons other than your breach, we will pay for Goods completed to the Order at the Order price. We will also pay your reasonable costs of work in progress, and of material bought specifically for the Order that you cannot use elsewhere, in total no more than the Order price. You must claim within 30 days of our notice, with evidence, and deliver or hold the material as we instruct. We are not liable for loss of profit on the cancelled part of the Order.

**A10.4** We may cancel an Order without liability, by written notice, if:

(a) you breach it and do not put the breach right within 14 days of our notice, or immediately if it cannot be put right;

(b) you become insolvent, enter administration, receivership, liquidation or any arrangement with creditors, or stop trading;

(c) a delay under clause A15 lasts more than 30 days.

## A11. OUR PROPERTY

**A11.1** Material, parts, Tooling, gauges, drawings and data we supply to you (and anything paid for by us) remain our property. While in your possession you must keep them identified as ours, stored safely, insured, and used only for our Orders.

**A11.2** Tell us immediately if any of our property is lost, damaged or found unsuitable for use. Return it on request.

## A12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

**A12.1** Our drawings, specifications and information, and those of our customers, are confidential. Use them only to fulfil our Orders. Do not copy them or disclose them to anyone except a sub-tier supplier we have approved, and then only as needed and on terms of confidentiality.

**A12.2** Do not make parts to our or our customers' drawings for anyone else.

**A12.3** You will indemnify us against any claim that the Goods or Services infringe a third party's intellectual property rights, except to the extent the claim arises from a design we supplied.

## A13. LIABILITY, INDEMNITY AND INSURANCE

**A13.1** You will indemnify us against all losses, costs, damages and expenses we incur as a result of your breach of an Order, defective Goods or Services, or the negligence of you or your sub-tier suppliers. This includes product recall and claims by our customers.

**A13.2** Our total liability to you under each Order is limited to its price. We are not liable for loss of profit or for indirect or consequential loss.



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**A13.3** You must hold public liability insurance, and any other insurance appropriate to the work (including products liability where the nature of the Goods calls for it), with a reputable insurer. Show us evidence of it on request.

## A14. COMPLIANCE WITH LAW

**A14.1** You must comply with all applicable laws, including the Bribery Act 2010, the Modern Slavery Act 2015, health and safety, environmental and data protection law, and, where they apply, REACH and RoHS.

**A14.2** You must tell us the export control classification of any Goods or technical data that are subject to export controls, and comply with export control law in handling our drawings and data.

## A15. EVENTS BEYOND YOUR CONTROL

**A15.1** If an event beyond your reasonable control delays an Order, tell us immediately, with its likely effect. You are not liable for the delay while it continues, provided you take all reasonable steps to limit it. We may cancel the affected Order under clause A10.4 if the delay lasts more than 30 days.

## A16. GENERAL

**A16.1** You may not transfer an Order, or subcontract the whole of it, without our written consent. You remain responsible for any part you subcontract.

**A16.2** An Order, together with these terms, is the whole agreement about its subject. No delay in enforcing a right waives it. If any part of these terms is invalid, the rest remains in force. No one else has rights under an Order under the Contracts (Rights of Third Parties) Act 1999.

**A16.3** Notices must be in writing and may be sent by email or post to the address last given by the other party.

**A16.4** Each Order is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

# PART B: QUALITY REQUIREMENTS (AS9100 / EN 9100)

Part B applies to every Order for material, parts, processes or services that are incorporated into, or affect the conformity of, products we deliver to our customers. Where a clause says "where the Order requires", it applies only when the Order or Specification says so. Requirements in the Order take precedence over Part B.

## B1. QUALITY MANAGEMENT SYSTEM

**B1.1** You must operate a quality management system appropriate to the Goods and Services you supply to us. Certification to ISO 9001 or AS9100 / EN 9100, and Nadcap accreditation for special processes where the Order requires it, is expected unless we have agreed otherwise in writing.

**B1.2** Tell us immediately in writing if any of your certifications or approvals is suspended, withdrawn, or changed in scope.

**B1.3** Inspection, measuring and test equipment used on our work must be calibrated, traceable to national standards.

## B2. REQUIREMENTS OF THE ORDER

**B2.1** The Order and the documents it refers to define what is to be supplied: part number and revision, quantity, specifications, drawings, process requirements and any work instructions. Work only to the revision stated.

**B2.2** Where the Order requires approval of a product, process, method or equipment before production or release, do not proceed or ship until that approval is given in writing.

## B3. COMPETENCE

**B3.1** People working on our Orders must be competent for the work, on the basis of suitable training, qualification and experience.



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**B3.2** Special processes, including heat treatment, welding, non-destructive testing, plating, anodising and other surface treatments, must be carried out with qualified processes by people qualified to the relevant standard.

## B4. SPECIAL REQUIREMENTS, KEY CHARACTERISTICS AND CRITICAL ITEMS

**B4.1** Where the Order or Specification identifies special requirements, critical items or key characteristics, you must control them as required and supply records of their verification with the delivery, or on request.

## B5. INSPECTION, TEST AND FIRST ARTICLE INSPECTION

**B5.1** Carry out the inspections and tests the Order and Specification require, and keep records of the results.

**B5.2** Where the Order requires it, carry out first article inspection to AS9102 and supply the report with the first delivery.

**B5.3** A new or partial first article inspection is required after a change in design, process, manufacturing source or location, or after a lapse in production of two years or more.

**B5.4** Use statistical techniques or sampling for product acceptance only with our written approval, and to a recognised standard.

**B5.5** Where the Order requires it, provide test specimens for design approval, inspection, verification, investigation or audit.

## B6. RELEASE AND CERTIFICATION

**B6.1** Each delivery must be accompanied by a Certificate of Conformity, signed by an authorised person. It must state our Order number, the part number and revision, the quantity, the specifications met and the batch, lot or heat number.

**B6.2** Raw material must be supplied with a mill or test certificate to EN 10204 type 3.1, unless the Order states otherwise, traceable to the heat or cast.

**B6.3** Special process certificates must state the process specification, the results where applicable, and your approval reference.

**B6.4** Certificates must be genuine, complete and accurate. A false or misleading certificate is a serious breach, and we will report it to our customers and regulatory authorities as required.

## B7. IDENTIFICATION, TRACEABILITY AND PRESERVATION

**B7.1** Identify Goods and their packaging with our Order number, part number, revision and batch. Keep Goods traceable from raw material to delivery. Do not mix batches in one package unless each is separately identified.

**B7.2** Pack Goods to prevent damage, corrosion, contamination and loss during handling, storage and transit. Control items with a limited shelf life, and state the expiry date.

**B7.3** Prevent foreign object debris (FOD) in your processes and packaging.

## B8. APPROVED AND CUSTOMER-DESIGNATED SOURCES

**B8.1** Where the Order requires the use of approved or customer-designated sources, including special process sources, use only those sources.

## B9. NONCONFORMING PRODUCT

**B9.1** Do not ship nonconforming Goods without our prior written concession. Ask for one in writing, describing the nonconformity and the quantity affected.

**B9.2** Dispositions of "use as is" or "repair" may only be made by our authorised quality representative.

**B9.3** If you discover that Goods already delivered to us may not conform, tell us in writing immediately. Identify the Order, part number, batches and quantities affected.



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**B9.4** Quarantine and clearly identify any nonconforming Goods. Do not reintroduce them into supply without our approval.

**B9.5** When we raise a corrective action request, give us containment within 2 Business Days, and the root cause and corrective action within 30 days, unless we agree otherwise.

## B10. CHANGES

**B10.1** Tell us in writing, and obtain our written approval, before making any change that could affect conformity. This includes changes to the product, the process or method, equipment or special process source, your own suppliers, or the location of manufacture. A new first article inspection may be required under clause B5.3.

## B11. FLOWDOWN TO YOUR SUPPLIERS

**B11.1** Pass on to your own suppliers, at every tier, the requirements of the Order that apply to their work. This includes Part B and any customer or regulatory requirements in the Order. You must control their work and remain responsible for it.

## B12. COUNTERFEIT PARTS

**B12.1** Have and use controls to prevent counterfeit and suspect unapproved parts and material from being supplied to us. Buy only from the original manufacturer, its authorised distributors, or other sources we have approved, with certification that traces the item to its origin.

**B12.2** If you suspect or discover that counterfeit parts or material have been supplied to us, tell us immediately with the relevant facts, and quarantine any stock. Never return suspect items to the supply chain.

**B12.3** You must replace counterfeit parts with genuine conforming parts at your expense. Notwithstanding anything else in these terms, you are liable for all costs of removing and replacing them, including costs our customers charge us.

## B13. RECORDS

**B13.1** Keep the records that show conformity of the Goods and Services, including certificates, inspection and test records, process records and first article reports. Keep them for at least 10 years from delivery, or longer if the Order requires, legible and protected from loss or damage.

**B13.2** Supply copies to us on request. At the end of the retention period, or if you stop trading, offer the records to us before you dispose of them.

## B14. RIGHT OF ACCESS AND VERIFICATION AT YOUR PREMISES

**B14.1** We, our customers and regulatory authorities have the right of access, on reasonable notice, to the areas of your premises involved in our Orders and to the applicable records, at any level of your supply chain. You must secure the same right from your own suppliers.

**B14.2** Where we or our customer intend to verify Goods or Services at your premises, we will state the arrangements and the method of product release in the RFQ or Order.

## B15. MONITORING OF YOUR PERFORMANCE

**B15.1** We monitor the quality and on-time delivery of everything you supply, and we review your approval status regularly. We may also inspect or audit at your premises.

**B15.2** Where problems are not corrected in time or effectively, we may increase inspection, withhold payment for the affected deliveries until the problem is resolved, suspend or remove you from our approved supplier list, or take legal action.



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## B16. DESIGN

**B16.1** If an Order asks you to carry out design or development work, the Order will state the controls required. You must not change any design we or our customer have supplied.

## B17. COMMUNICATION

**B17.1** Direct all questions about an Order to the purchasing contact named on it, and technical or quality questions to our quality representative. Do not deal directly with our customer about our Orders unless we ask you to.

## B18. AWARENESS

**B18.1** Make sure that everyone working on our Orders is aware of:

(a) their contribution to the conformity of the product or service;

(b) their contribution to product safety;

(c) the importance of ethical behaviour.

## APPENDIX: AS9100 CLAUSE 8.4.3

Where each requirement of AS9100D / EN 9100:2018 clause 8.4.3 (information for external providers) is met in these terms.

| Requirement | Clause |
|---|---|
| 8.4.3 a) The processes, products and services to be provided, including technical data (specifications, drawings, process requirements, work instructions) | **A3, B2** |
| 8.4.3 b) Approval of products and services, methods, processes and equipment, and the release of products and services | **B2.2, B5, B6** |
| 8.4.3 c) Competence, including any required qualification of persons | **B3** |
| 8.4.3 d) The external provider's interactions with us | **B17** |
| 8.4.3 e) Control and monitoring of the external provider's performance | **B15** |
| 8.4.3 f) Verification or validation activities we, or our customer, intend to perform at the external provider's premises | **B14.2** |
| 8.4.3 g) Design and development control | **B16 (only when an Order calls for design)** |
| 8.4.3 h) Special requirements, critical items or key characteristics | **B4** |
| 8.4.3 i) Test, inspection and verification, including production process verification (FAI) | **B5** |
| 8.4.3 j) Statistical techniques for product acceptance | **B5.4** |
| 8.4.3 k) Implement a quality management system | **B1** |
| 8.4.3 k) Use customer-designated or approved external providers, including process sources | **B8** |
| 8.4.3 k) Notify nonconforming processes, products or services and obtain approval for their disposition | **B9** |
| 8.4.3 k) Prevent the use of counterfeit parts (see also 8.1.4) | **B12** |



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| Requirement | Clause |
|---|---|
| 8.4.3 k) Notify changes to processes, products or services, including changes of external providers or location of manufacture, and obtain approval | **B10** |
| 8.4.3 k) Flow down applicable requirements, including customer requirements, to their own external providers | **B11** |
| 8.4.3 k) Provide test specimens for design approval, inspection, verification, investigation or auditing | **B5.5** |
| 8.4.3 k) Retain documented information, including retention periods and disposition | **B13** |
| 8.4.3 l) Right of access by us, our customer and regulatory authorities to facilities and documented information, at any level of the supply chain | **B14.1** |
| 8.4.3 m) Persons aware of their contribution to conformity, product safety and ethical behaviour | **B18** |
| 8.5.2 Identification and traceability / 8.5.4 Preservation (including FOD) | **B7** |
| 8.4.2 Our verification of purchased product (receiving inspection, certificates) | **A6, B6** |

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