The Company reserves the right at any time before delivery or performance to amend the price of the Goods to take into account any variation in the cost or value of the Goods (including transport, packaging, Insurance and any taxes, duties or surcharges).

3.5.3 No Order may be cancelled or delivery delayed by the Buyer except with the Company's written agreement and on terms that the Buyer shall indemnify the Company against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation or delay.

3.5.4 Each Letter for Goods by the Buyer is an offer by the Buyer to purchase the Goods subject to these Conditions.

3.5.5 No Order submitted by the Buyer is accepted by the Company until the Company confirms its receipt in writing and/or by invoice or other document in which the Company, at its discretion, specifies the Goods purchased, quantity ordered and price payable.

3.5.6 Each Order for Goods by the Buyer is offered by the Buyer to supply them for onward sale to third parties on terms agreed between the parties, to supply them for onward sale to third parties on terms agreed between the parties. Risk and Liability

3.5.7 The Company reserves the right to make any changes in the specifications of the Goods which are required for the Goods to conform to any applicable safety or other statutory or EU requirements or which do not materially affect their quality or performance.

3.5.8 The Company reseives the right to cancel, amend, delay or suspend or decline to deliver any part of any Order where it is notified by the carrier that the carrier requires the Buyer to issue a full set of instructions to the carrier in the manner and within the appropriate time limits prescribed by the carrier’s terms and conditions. Where the Goods are to be delivered in instalments, each delivery shall be a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.

3.5.9 The Company reserves the right to modify or cancel the Contract or to vary the purchase price of the Goods at any time before delivery or performance because of circumstances beyond its control including but not limited to the causes and circumstances described at Condition 2.3.3.2.2.2.

3.5.10 The Company reseives the right to cancel, amend, delay or suspend or decline to deliver any part of any Order where the Buyer is notified by the carrier that the carrier requires the Buyer to issue a full set of instructions to the carrier in the manner and within the appropriate time limits prescribed by the carrier’s terms and conditions. Where the Goods are to be delivered in instalments, each delivery shall be a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.

3.5.11 The Company reserves the right to modify or cancel the Contract or to vary the purchase price of the Goods at any time before delivery or performance because of circumstances beyond its control including but not limited to the causes and circumstances described at Condition 2.3.3.2.2.2.
11.1.3 the Goods shall satisfy the requirements of Del Stan 05.6i(part 3) and a certificate of conformity shall be provided where applicable.

11.1.4 the Goods shall be manufactured, inspected and tested in accordance with the schedules used for equipment supplied to the British Government;

11.2 Prior to proceeding with the Order, the Company shall first perform a first article inspection/test to determine 100% compliance with the formally established drawing specifications and purchase order requirements. The Company will document the qualitative results of this first inspection on a suitable form identified as a ‘first article inspection/test report’ and furnish a copy of this report to the Buyer with the first shipment item. The Company shall notify the Buyer's quality department 72 hours in advance of the start of the inspection. The Buyer's quality manager may elect to have one of its representatives participate in the first article inspection/test and verify the Company's locally. Further production/shipment shall not proceed without the Buyer's approval.

11.3 Inspection of the Goods by the Buyer is required prior to shipment.

11.4 Inspection for all characteristics shall be performed 100% by the Company on each component within every drawing.

11.5 Inspection for all characteristics of the Goods shall be performed in accordance with 856001 sampling procedures and tables for inspection by attributes, general inspection sing level 11, single sampling level 1, single sampling level 2, 100%.

11.6 The Company shall notify the Buyer of any non-conforming Goods action and results taken during the manufacture to order. Application for acceptance of non-conforming Goods shall be carried out by the Buyer's quality manager who will instigate concession action if deemed appropriate.

11.7 The Goods shall be manufactured to the requirements of the Company’s 19001 and 9002 registration, and accompanied by a certificate of conformity which bears the Company's registration number.

11.8 The Buyer's representatives and the representatives of any other organisation on the authority of the Buyer shall be allowed to visit the Company's premises and those of its permitted contractors and shall be afforded all necessary facilities at any reasonable times on reasonable notice to check the progress or quality of the work on the Goods.

11.9 Where specifications are stated on the order, the Buyer shall in no event be expected to be familiar with any particular specification shall be applied, unless otherwise agreed.

11.10 Subject to the remaining provisions of this Condition 11, the Company warrants that:

11.10.1 the Goods correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of initial use or 6 months from the date of delivery, whichever is the first to expire;

11.10.2 at the time of delivery, the Goods comply with all relevant legislation, practices and procedures agreed for by the Company.

11.11 The Company shall not be liable under this warranty (or any other warranty, condition or guarantee):

11.11.1.1 the total price for the Goods has not been paid by the due date for payment;

11.11.1.2 any defect in the Goods arises from any Information, drawing or specification provided by or on behalf of the Buyer;

11.11.1.3 any defect arises from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company’s instructions (whether oral or written) or maintenance requirements, misuse or alteration or repair of the Goods without the Company's prior approval; or

11.11.1.4 the Goods have been improperly Installed or connected (unless the Company has been notified in writing and sent by recorded delivery prepaid or registered delivery prepaid post to the Buyer of any breach of warranty or guarantee as is given by the manufacturer to the Company and which the Company is entitled to and able to assign to the Buyer).

11.11.2 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods shall be notified to the Company within seven days from the date of delivery or, where the defect or failure was apparent on reasonable inspection, prior to the delivery and the Buyer giving the Company a reasonable time to rectify the defect or failure.

11.11.3 In no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject them.

11.11.4 If the Buyer does not notify claims in accordance with Condition 11.4 then:

11.11.5.1 the Buyer shall not be entitled to reject the Goods; and

11.11.5.2 the Company shall have no liability for such defect or failure; and

11.11.5.3 the Buyer shall be bound to pay the full price for the Goods.

11.11.6 In the event the Buyer has a valid claim which has been notified to the Company pursuant to Condition 11.4, the Company shall be entitled to repair or replace the Goods (at the Buyer's option in question) free of charge or, at the Company’s option, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.

12.1.1 Liability

12.1 Subject to Conditions 12.2 and 12.3, the following sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Buyer in respect of any breach of these Conditions and any representation, statement or act or omission (including negligence) arising under or in connection with the Contract and in respect of any contemplated performance or lack of performance.

12.2 All warranties, conditions or other terms implied by statute, common law, and trade usage or otherwise are excluded to the fullest extent permitted by law but this exclusion does not apply to:

12.2.1 any implied condition that the Company has or will have the right to sell the Goods or that the Goods are fit or satisfactory for a particular purpose.

12.2.2 where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Trading Act 1977, any implied term relating to the 19 conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.

12.3 Nothing in these Conditions excludes or limits the Company's liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation, nor for any liability which cannot by law be limited or excluded.

12.4 Subject to Conditions 12.2 and 12.3:

12.4.1 the Company shall not be liable to the Buyer for any loss of profit, loss of production, financial loss, depletion of goodwill or any indirect loss, damage, costs, loss or expense whatsoever which arise out of or in connection with the Contract; and

12.4.2 subject to Condition 12.4.1, the Company's total liability arising under, or in connection with, these Conditions, whether in tort (including negligence or breach of statutory duty), misrepresentation, restitution, for breach of contract or otherwise, shall be limited as follows:

12.4.2.1.1 for products, a combined single limit of GBP200,000,000; and

12.4.2.1.2 for grounding, USD125,000,000; and

12.4.2.1.3 or working party liabilities, a combined single limit of GBP50,000,000.

12.4.2.2 for any other type of public liability, to £10,000,000 for one occurrence/limited any one period of insurance.

13.1 Indemnity

The Buyer agrees to indemnify the Company against any damages, losses, costs, claims or expenses incurred by the Company towards a third party arising out of or in connection with the Goods supplied by the Company or their operation or use save where such loss or damage arises by reason of the negligence of the Company.

13.2 The Company shall terminate immediately upon written notice of termination by the Company on the Buyer upon the happening of any one or more of the following:

13.2.1 the Buyer is dissolved or has a bankruptcy order made against him or makes an arrangement or composition with his creditors or (being a body corporate) convenes a meeting of creditors or enters into liquidation (whether voluntary or compulsory) or the Buyer has a receiver, manager, administrator or similar event occurred, for the benefit of or for the benefit of any of its creditors or of any part of its undertaking, property or assets or a resolution is passed or a petition presented to any court for the winding-up of the Company or for the grant of an administration order for the Company or any part of its assets, or the Company is in liquidation, or a receiver, manager, administrator or similar event occurs, over any substantial part of the assets of the Company, or a compulsory winding-up order is made, or the Company is or becomes subject to a regime to which Regulation 8 of the Companies (Consolidation) (England and Wales) Act 2009 applies, or the Buyer ceases or threatens to cease to trade.

13.3 Termination of the Contract shall not affect rights and duties accrued before termination and in particular shall not affect the Buyer's rights contained in Condition 9. However, the Buyer's rights contained in that Condition shall immediately terminate.

14.1 Confidentiality

The Buyer shall keep in strict confidence all technical or commercial know-how, specification, invention, process and Initiatives which have been disclosed to the Buyer by the Company or its agents and any other confidential information concerning Company's business information concerning the Company's business or the Goods which the Buyer may obtain and the Buyer shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors and shall ensure that such employees, agents or sub-contractors are also subject to the confidentiality requirements contained in this Condition 15.

14.2 Export

Where the Goods are to be exported to the Buyer the provisions of this Condition 18 shall apply.

Payment shall be made in England in pounds sterling or such currency as is agreed in writing and sent by recorded delivery prepaid or registered delivery prepaid post to the address of that party specified in these Conditions or such other address as may be notified by that party from time to time for this purpose and shall be effectual notwithstanding any change of address or number not so specified.

Payment shall be made in England in pounds sterling or such currency as is agreed in writing and sent by recorded delivery prepaid or registered delivery prepaid post to the address of that party specified in these Conditions or such other address as may be notified by that party from time to time for this purpose and shall be effectual notwithstanding any change of address or number not so specified.

These Terms and the Contract do not create, confer or purport to confer any benefit or right enforceable by any person not a party to the Contract, whether or not under the Contract.

If any provision of the Contract (including any provision of Condition 9) is found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.

Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract.

Any waiver by the Company of any breach by the Buyer is not a waiver of any other subsequent breach.

Any notice or other communication given or made under these Conditions shall be in writing and sent by recorded delivery prepaid or registered delivery prepaid post to the address of that party specified in these Conditions or such other address as may be notified by that party from time to time for this purpose and shall be effectual notwithstanding any change of address or number not so specified.

Unless the contrary shall be proved, each such notice or communication shall be deemed to have been received by the other party within 48 hours of posting.

17.6 Governing Law and Jurisdiction

These Conditions shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

18. Either party may at any time assign, transfer, charge or deal in any other manner with these Conditions or any of its rights under it, or sub-contract any or all of its obligations under it.