

General Terms and Conditions of Purchase

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1. Revision history

Issue	Rev	Date	Description of change	Changed by
03	00	18-06-2026	Major revision to restructure Terms and Conditions formatting, including removal of quality requirements (now defined in Supplier Quality Requirements),	C Hewitt

			clarification of contractual obligations and introduction of document hierarchy, supplier performance monitoring and linkage to SQR.	
03	01	26-08-2026	Additon of Piran Machining Ltd	C Hewitt

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3. Purpose

This document defines the commercial, legal, and contractual terms governing the purchase of Goods and services by Piran Composites Ltd and Piran Machining Ltd from external providers.

It ensures that:

- Supplier obligations are clearly defined
- Commercial and legal risks are controlled
- Requirements are consistently applied across the supply chain.

This document supports compliance with AS9100 by defining externally provided process controls at a contractual level.

4. Scope

These Terms and conditions apply to all Purchase Orders issued by Piran Composites Ltd and Piran Machining Ltd for the procurement of:

- Materials
- Components
- Tooling
- Processes and services

These conditions apply unless otherwise formally agreed in writing.

5. References

- AS9100 Rev D
- Supplier Quality Requirements (QMS-SQR-001)
- Purchase Order

6. General Conditions & Acceptance

Except where expressly agreed otherwise in writing, all purchases are subject to these Conditions.

By commencing work on a Purchase Order, the Supplier is deemed to have accepted these Conditions, which supersede all prior agreements.

No Order will be recognised unless:

- Issued on an official Purchase Order
- Signed by an authorised representative

Failure to acknowledge the Order within two working days shall constitute acceptance.

7. Order of Precedence

In the event of conflict between documents, the following order of precedence shall apply:

1. Purchase Order
2. Engineering drawings and specifications
3. Supplier Quality Requirements (SQR)
4. These Terms and Conditions

8. Supplier Obligations

The Supplier shall:

- Comply fully with all requirements of the Purchase Order
- Comply with the latest revision of the Supplier Quality Requirements (SQR)
- Flow down all applicable requirements to sub-tier suppliers
- Use approved or specified sources where required.

Suppliers remain responsible for the quality and conformity of all supplied Goods.

9. Warranties and Undertakings

The Supplier warrants that the Goods:

- Are free from defects in material and workmanship
- Conform to the Purchase Order and applicable drawings/specifications
- Are fit for purpose

The Supplier shall not:

- Substitute materials or components without approval

- Make unauthorised changes to drawings or specifications

The supplier shall maintain systems to:

- Prevent non-conformances
- Detect counterfeit material
- Notify Piran Composites Ltd or Piran Machining Ltd of any issues in a timely manner

The Supplier shall warrant the Goods for a minimum period of 12 months from acceptance unless otherwise agreed.

10. Change Control

The supplier shall not change:

- Manufacturing processes
- Materials or material sources
- Sub-tier suppliers
- Manufacturing location

Without written approval.

Requests for change shall be submitted in writing in advance. Approval is required before implementation.

11. Delivery and Performance

Delivery shall be:

- On Time and In Full (OTIF)
- In accordance with agreed dates

The acceptable OTIF window is zero days early or late unless otherwise agreed.

The Supplier shall:

- Notify any delays at least two working days in advance.
- Provide reasons and mitigation actions.

Piran Composites Ltd and Piran Machining Ltd reserves the right to reject unauthorised deliveries.

12. Packaging & Shipping

The Supplier shall:

- Package Goods to prevent damage or deterioration
- Use appropriate and environmentally responsible packaging
- Ensure protection of Goods during transport and storage

13. Export Control/ITAR

The supplier shall comply with all applicable export control laws and regulations, including but not limited to UK export controls and any applicable international regulations.

The supplier shall not export, transfer, or disclose controlled technical data without prior written authorisation.

14. Inspection, Acceptance & Right of Access

The supplier shall permit:

- Access to facilities
- Access to records
- Audit and verification activities

This applies to Piran Composites Ltd and Piran Machining Ltd, their customers, and regulatory authorities.

Inspection or verification by Piran does not relieve the Supplier of responsibility to conformity.

Detailed inspection and quality requirements are defined in the Supplier Quality Requirements (SQR).

15. Non-conformance & Rejection

If Goods do not meet requirements, Piran Composites Ltd or Piran Machining Ltd may:

- Reject the Goods
- Require repair or replacement
- Recover associated costs

The Supplier shall:

- Arrange prompt collection of rejected Goods
- Issue credit notes where applicable

Costs resulting from poor quality, including rework, delays, or disruption, may be recovered from the Supplier.

16. Tooling

All tooling supplied or funded by Piran Composites Ltd or Piran Machining Ltd remains the property of the company.

The Supplier shall:

- Maintain tooling in good condition.
- Not use tooling for other purposes without approval
- Maintain records of tooling under their control

17. Title & Risk

Title to Goods passes upon payment.

Risk transfers upon acceptance of delivery.

18. Statutory & Regulatory Compliance

The Supplier shall comply with all applicable:

- Laws and regulations
- Industry standards
- Environmental and safety requirements

Including but not limited to:

- REACH
- Health and safety legislation
- Anti-counterfeiting regulations

19. Data Protection/GDPR

The supplier shall comply with all applicable data protection legalisation, including UK GDPR, in relation to any personal data processed in connection with the Purchase Order.

The Supplier shall implement appropriate technical and organisational measures to protect such data.

20. Insurance and Indemnity

The Supplier shall:

- Maintain adequate insurance
- Indemnify Piran Composites Ltd and Piran Machining Ltd against losses arising from:
 - Defective Goods

- Negligence
- Breach of statutory duty
- IP infringement

21. Limitation of Liability

To the maxim extent permitted by law, Piran Composites Ltd and Piran Machining Ltd shall not be liable for:

- Any indirect or consequential loss
- Loss of profit, revenue, or business
- Loss of opportunity or goodwill

Piran Composites Ltd and Piran Machining Ltd total liability arising under or in connection with the Purchase Order shall be limited to the value of the Order.

Nothing in this clause shall limit liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded by law.

22. Intellectual Property & Confidentiality

All drawings, specifications, and technical data remain the property of Piran Composites Ltd or Piran Machining Ltd.

The Supplier shall not use, reproduce, or disclose any intellectual property except for the purpose of fulfilling the Purchase Order.

All rights remain the property of Piran Composites Ltd or Piran Machining Ltd, and no licence is granted beyond that required for performance of the Order.

The Supplier shall:

- Not disclose information without consent
- Not use intellectual property for other purposes
- Return all materials upon request.

23. Audit & Supplier Performance Management

Piran Composites Ltd and Piran Machining Ltd reserves the right to:

- Audit Supplier facilities and systems
- Monitor Supplier performance

Performance may include:

- Quality

- Delivery
- Responsiveness

Failure to meet expectations may result in:

- Increased oversight
- Removal from Approved Supplier List

24. Dispute Resolution

In the event of any dispute, the parties shall attempt to resolve the matter through good faith negotiation.

If resolution cannot be reached, the dispute shall be referred to the courts of England, which shall have exclusive jurisdiction.

25. Termination

Piran Composites Ltd and Piran Machining Ltd may terminate an Order:

- Immediately without liability, for breach of conditions
- For convenience, by written notice

The Supplier shall be liable for any costs incurred of such breach.

Payment will be made for work completed up to termination, where appropriate.

26. Force Majeure

Neither party shall be liable for failure nor delay due caused by events beyond reasonable control.

The affected party shall:

- Notify the other party without delay
- Use reasonable efforts to mitigate impact

If the event continues for an extended period, Piran Composites Ltd and Piran Machining Ltd reserves the right to terminate the Order without liability.

27. Record Keeping

The Supplier shall maintain records sufficient to demonstrate conformity and compliance.

Detailed record retention and traceability requirements are defined within the Supplier Quality Requirements (SQR).

28. Secrecy, Assignment, and Legal Framework

The Supplier shall not assign or subcontract any part of the Order without prior written consent.

The Supplier remains fully responsible for the performance of any approved sub-tier suppliers.

These terms are governed by the laws of England, and the Courts of England shall have sole jurisdiction.

29. Acceptance of Conditions

Acceptance of a Purchase Order constitutes acceptance of these Terms and Conditions.