Terms and Conditions of Purchase – QD8 Rev.03 – August 2022

1. INTERPRETATION

- THE SUPPLIER means the person, firm or company to whom any purchase order is addressed or with whom the contract is
- GOODS means the goods agreed to be sold by the Supplier to the Buyer in accordance with these conditions.
- THE BUYER means Columbia Metals Ltd registered in England under number 700585 and having its registered office at Unit E,
 Ronald Close, Woburn Road Industrial Estate, Kempston, Bedfordshire, MK42 7SH, UK.
- CONDITIONS means the standard terms and conditions of purchase set out in this document and (unless the context otherwise
 requires) includes any special terms and condition agreed in writing between the Buyer and the Supplier.
- ORDER means the written purchase order for the Goods made by the Buyer.
- 2. GENERAL As the Supplier it is understood that your organisation agrees to meet the following requirements in fulfilment of the Order.
- 3. ACCEPTANCE OF ORDER/TERMS AND CONDITIONS Supplier acknowledgement, acceptance of payment or commencement of performance shall constitute the Suppliers unqualified acceptance of the Buyer's Terms and Conditions. Failure to meet the Terms and Conditions of an Order may result in the delayed payment of invoices, cancellation of Orders, the return of material or reduction of future Orders. The supplier is required to flow down all applicable requirements of the Order to sub-tier suppliers.
- 4. RELEASE OF PRODUCTS AND SERVICES Each delivery shall be accompanied by a certificate of conformity, for materials that shall meets the requirements of EN10204 3.1 or 3.2 as specified on the Order. The certificate shall identify:
- The Buyer's purchase order and item number
- The description and specification(s)
- Material dimensions
- Any purchaser agreed deviations
- Lot/Cast numbers
- Each certificate shall be signed by your quality representative
- Each certificate shall reference the standard to which it has been released (EN ISO9001, EN ISO9100 or regulatory approval standard as applicable).
- Full mechanical and chemical test results as appropriate for the specifications
- Any supplementary test reports as applicable.
- Any applicable supporting documentation as required by the Order or the specifications within the Order

Failure to comply may result in rejection of the order.

- 5. The Supplier shall notify the Buyer of any non-conforming product, process or service and shall obtain approval for disposition from the Buyer prior to the despatch of materials.
- 6. Any special processes required by an Order shall be performed by suitably qualified personnel.
- 7. The Supplier shall immediately notify the Buyer of any change request that affects conformity of the Goods to the Order.
- 8. The Buyer reserves the right to review and approve the Supplier's Quality Management System if service or product issues
- 9. Work in progress and/or finished items may be inspected at your works by the Buyer and/or our appointed representative, our customer or regulatory authority for compliance with the Order. Final acceptance shall be by the Buyer.
- 10. All suppliers shall work within a Quality Management System. The accreditation of this system to required standards may be required for individual Orders and the release according to these standards shall be detailed on the Certificate.
- 11. The Buyer reserves the right, either at its own discretion or that of its customer, to nominate external providers if this is needed to meet the Order requirements.
- 12. COUNTERFEIT GOODS PREVENTION Counterfeit goods pose a significant risk to the supply chain, potentially resulting in the loss of materiel, mission, or life. The mitigation of this risk is applicable to all levels of the supply chain. In respect of this it is expected that all requirements of the Order are followed by the Supplier and flowed sown internally and/or externally by the supplier as applicable. It is also required that all documentation certifying conformance to the Order and requirements for identification and traceability are fully complied with. If the Supplier receives material that Is suspected unapproved and/or suspected counterfeit they shall implement procedures to prevent unintended use of the material and inform the Buyer of the occurrence. If they Buyer receives material in pursuance of the Order that is suspected unapproved and/or suspected

counterfeit the material will not be accepted until conformity is confirmed to the satisfaction of the Buyer. The Supplier shall inform the Buyer immediately if they believe that unapproved and/or counterfeit material has been shipped.

Further information relating to the management of counterfeit material is available at www.iagg.org/scmh (section 3.5.2)

- 13. The Supplier is required to notify the Buyer of any changes to a product and/or process and to obtain approval from the Buyer before delivery will be accepted. This will include any change of external providers and/or locations.
- 14. The Supplier is required to flow down all applicable requirements to any sub-tier suppliers.
- 15. Records related to supplies in the furtherance of the Order are to be retained indefinitely by the Supplier and made available on request for verification. Disposition of records by the Supplier shall require the permission of the Buyer.
- 16. Columbia Metals Ltd reserve the right of access to applicable areas of all facilities at any level of supply chain involved in the Order and to all applicable orders. This is to include, as required, the customer and regulatory authorities.
- 17. The Supplier shall plan, implement, and control the processes necessary to assure product safety. Product safety is the state in which a product is able to perform to its designated or intended purpose without causing unacceptable risk of harm to persons or damage to property. This can be helped by, amongst other measures, conformance to the Order, control of suspected unapproved and/or counterfeit parts, management of FOD (foreign object debris) and material handling. Further information relating to product safety can be found at www.iaqg.org/SCMH (Section 3.9.2). The Supplier shall also ensure that all staff are aware of the importance of ethical behaviour including, as applicable, conformance to regulatory controls, awareness of Conflict Minerals and the flow down of order requirements.
- 18. The Supplier shall inform the Buyer of any material information relating to any regulatory requirements. This may include, but is not limited to: Conflict Minerals, REACH & ROHS.
- 19. Bar lengths shall be between 3.0-3.5 metres unless otherwise agreed in writing.
- 20. All batches of material shall be suitably identified to maintain product traceability.
- 21. Material shall be packaged in such a way as to prevent damage and deterioration during transit.
- 22. Individual bundles are to weigh no more than 500kg without prior agreement in writing.
- 23. All material, products or services shall be supplied in accordance with the purchase order and any technical requirements specified.
- 24. Monitoring of Supplier performance The Buyer shall monitor the quality and delivery performance of the Supplier. Following review of this performance by the Buyer, examples of non-conformance shall result in a further review with the Supplier to ascertain the steps to be taken to improve performance to an acceptable level. Failure to comply with requests for improvement and/or recurrence of quality and/or delivery issues could result in sanctions against the Supplier.
- 25. Procurement invoices will be paid within 60 days of the invoice date.