

## **CONDITIONS ON WHICH AN ORDER IS GIVEN AND ACCEPTED**

1. ACKNOWLEDGEMENT. This order must be acknowledged by return of post.
2. Advice Note and Invoice in duplicate, stating order number, must be despatched same day as goods and with each delivery or on completion of work.
3. Goods to be securely packed and delivered free of carriage, packing and other charges. No charge will be allowed for casks, boxes or packing material of any description unless agreed in writing by us.
4. Any defective material supplied against this order will be returned carriage forward, and must be credited in full by you, or replaced free at our option. Should such defective supplies be continued we have the right to cancel the order.
5. We reserve the right to return any excess deliveries carriage forward and same to be credited in full by you.
6. Delivery date must be adhered to and where a definite date of delivery is given we reserve the right to cancel the whole or part of this order if our delivery requirements are not met.
7. Any alteration to this order must be confirmed by us in writing, otherwise no such alteration will be recognised.
8. All patterns, drawings and tooling supplied will remain our property and must be returned in good order and condition on completion of order, carriage paid.
9. A full statement of account of the goods delivered must be rendered not later than the 10<sup>th</sup> of each month, otherwise payment will be deferred by one month, and discount will not be forfeited by such delay. Where not otherwise shown on our order, Suppliers' accounts will be paid at end of month following delivery, subject to the foregoing reservations.
10. No goods may be supplied without a written order, and only the MSM official form will be recognised.
11. It is a condition of this order that we and/or our principals shall be relieved by you of all claims and liability arising out of personal injury by accidents, however caused or sustained by any of your workmen, or by workmen of any of your sub-contractors, during the execution of the work.
12. Official acknowledgement or contract form of suppliers containing special conditions and T&Cs, can only be accepted on the understanding that such conditions are only binding in so far as they are not at variance with our own terms and conditions.
13. In case of strikes, lockouts, fire, damage by enemy action, or breakdown of machinery causing stoppage, or partial stoppage of our work, deliveries against this order may, at our request, be suspended during continuance of such stoppage.
14. If delivery is not made to us by the date stated, the contract is deemed to be cancelled, but we have the option to accept the goods tendered, thereafter in mitigation of damage, without prejudice to our rights to recover damages (including all consequential loss) caused to us through failure to make due delivery.
15. Access by representatives of MSM, our customer, or Aviation Authority may be required.
16. Nonconforming products must be brought to the attention of the Quality Department prior to release.
17. If subcontractors are used, ensure quality requirements are met and that full information including key characteristics of product is passed on.
18. All records created against products/services carried out in line with MSM orders shall be retained by the supplier.