



Purchase Order Terms & Conditions

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Process Owner: **Dept 99**

Technical Owner: **Dept 99**

Issue

1

Date

01/08/2010

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Definitions

Agreement	Means the agreement between Cross and the Supplier (including the terms of any purchase order issued by Cross)
Confidential Information	Means (i) information that ought reasonably to be considered by the receiving party as confidential (however it is conveyed or on whatever medium it is stored), including but not limited to specifications, drawings, technical information, process descriptions and financial information (all of which shall be presumed confidential); (ii) information marked as "confidential"; and (iii) information expressly stated by the disclosing party to be confidential)
Works	Means the work the Supplier has been commissioned by Cross Manufacturing to carry out under the Agreement
Cross	Means Cross Manufacturing Company (1938) Limited
Supplier	Means the subcontractor
Works	Means the work the Supplier has been commissioned by Cross to carry out under the Agreement.

1. Confidentiality

- 1.1. Subject to the further provisions of this clause 1, each party undertakes not to disclose any Confidential Information exchanged or transmitted in connection with the Agreement (including any Confidential Information of any customer of Cross) and not to publicise the Agreement, and/or any orders which are or may be placed in connection with the Agreement, without the prior written consent of the other party.
- 1.2. Cross shall be entitled to disclose Confidential Information relating to the Supplier's terms of business (including but not limited to pricing and payment information) to its customers without the prior written consent of the Supplier.
- 1.3. The Supplier acknowledges and agrees that it may from time to time be required by customers of Cross to enter into further confidentiality undertakings and agrees to do so provided that such undertakings are reasonable.
- 1.4. The Supplier undertakes, in relation to any Confidential Information disclosed to it (whether belonging to Cross or to any customer of Cross), to:
 - 1.4.1. use such information for the sole purpose of performance of the Works;
 - 1.4.2. take such steps as are reasonably required to ensure the protection of such information;
 - 1.4.3. take such steps as are reasonably necessary to make its employees and contractors aware of the confidential nature of such information;

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- 1.4.4. require each of its subcontractors in receipt of such information to provide similar confidentiality undertakings (in writing).
- 1.5. The undertakings in clauses 1.1 and 1.4 shall not be applicable:
 - 1.5.1. if the party receiving the information is able to establish that it was in possession of the Confidential Information before it was disclosed by the other party;
 - 1.5.2. if the party receiving the Confidential Information is required to disclose such information to any government or regulatory authority (provided that in such circumstances the party receiving such information shall advise the disclosing party, as soon as is reasonably practicable, of any such disclosure requirement);
 - 1.5.3. if the Confidential Information is or becomes public or generally known within the industry; or
 - 1.5.4. if the Confidential Information is given to the party receiving it from a bona fide third party, who acquired it without breaching the undertakings.
- 1.6. The obligations of confidentiality set out in this clause shall be effective from the disclosure of the Confidential Information and shall remain in force for ten (10) years after the expiry or termination of the Agreement.
- 1.7. On expiry or termination of the Agreement (or on completion of any purchase order, as appropriate) each party will (a) return all copies of Confidential Information to the disclosing party; and (b) delete all Confidential Information of the disclosing party held in non-tangible form, if requested to do so.

2. Export Control

- 2.1. Each party agrees to comply with the export laws and regulations of the United Kingdom, the United States of America and any other applicable jurisdiction ("**Export Laws**") to ensure that any items (including but not limited to technical data and physical products) provided by or supplied to Cross in connection with the Works (including any such items to be provided by Cross to Cross's customers) are not:
 - 2.1.1. exported, disclosed or transferred (directly or indirectly) in violation of Export Laws; or
 - 2.1.2. intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical, or biological weapons proliferation.
- 2.2. The Supplier shall provide all such cooperation and information as may be required by Cross (or by any customer of Cross) from time to time to ensure compliance with the Export Laws, at no additional cost to Cross.

3. Performance Control

- 3.1. The Supplier shall perform the Works in compliance with all specifications supplied by Cross (including any specifications supplied to Cross by its customers). The Supplier covenants that the technical information and any equipment put at its disposal are fit for proper performance of the Works. The Supplier agrees to inform Cross of any event which may have a material adverse impact on the ability of the Supplier to satisfy the terms of the Agreement.



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- 3.2. The Supplier shall ensure that its quality control systems meet the quality requirements of any relevant customer of Cross (as notified to the Supplier by Cross from time to time) and as set out in this Purchase Order Requirements Manual (CMR1000) in its then current edition applicable on the day of issue of the purchase order.
- 3.3. The Supplier warrants that it shall not, in carrying out the Works, infringe the intellectual property rights of any third party.
- 3.4. Throughout the performance of the Works, and upon prior notice, the Supplier shall permit Cross and the representatives of any relevant official authorities or any relevant customer of Cross to have unlimited access, during business hours, to its premises and to any document for the purpose of verifying compliance with all applicable performance controls.

4. Compliance with Laws

- 4.1. For the purpose of performance of the Works, the Supplier shall comply with all relevant English and European legislation and regulations including, but not limited to, those relating to personnel, health, hygiene, safety, traceability of supplies and protection of the environment.
- 4.2. The Supplier shall inform Cross of any changes to any applicable legislation or regulation (as set out in clause 4.1) that might affect the undertaking of the Works and the supply of any products.
- 4.3. The Supplier shall procure that its subcontractors comply with the terms of this clause 4. In the event of a breach by the Supplier of any of the obligations set out in this clause 4, Cross may immediately terminate all orders.



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Issue	Date	Change Details	Process Approval <small>Required from issue 1</small>	Technical Approval <small>Always required</small>	External Approval <small>See distribution list</small>
1	01/08/2010	Original Issue.	M James A Williams	M. Bradley	N/A