

SUPPLIER TERMS AND CONDITIONS

1) Application and Entire Agreement

- a. These Terms and Conditions apply to the supply of goods and/or services provided by the Supplier to **Zedaxis Engineering Solutions Pvt. Ltd.** ("Zedaxis", "we", "us", or "Buyer").
- b. These Terms shall apply to all Purchase Orders issued by Zedaxis unless otherwise agreed in writing. Acceptance of the Purchase Order or commencement of work shall constitute acceptance of these Terms and Conditions.
- c. These Terms, together with the Purchase Order and any referenced specifications or drawings, constitute the entire agreement between the parties.

2) Interpretation

- a. For the purposes of this agreement:
 - A "**business day**" means any day other than a Saturday, Sunday, or bank holiday in England and Wales.
 - "**Supplier**" means the person, firm, or company supplying goods or services to Zedaxis.
 - "**Purchase Order**" means the official order issued by Zedaxis for goods or services.
 - "**Goods**" means any materials, components, or products supplied under the Purchase Order.
 - "**Services**" means any services performed under the Purchase Order.
- b. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
- c. Words importing the singular shall include the plural and vice versa.

3) Compliance with Standards

- a. All materials, products, and services supplied shall comply with:
 - Applicable international and industry standards
 - Specifications and drawings provided by Zedaxis
 - Applicable statutory and regulatory requirements

- b. The Supplier shall maintain compliance with AS9100D Quality Management System requirements where applicable.

4) Quality Assurance

- a. The Supplier shall maintain an effective quality management system to ensure that all products and services conform to specified requirements.
- b. Zedaxis reserves the right to verify the Supplier's quality system through audits, inspections, or documentation review.

5) Inspection and Testing

- a. All supplied parts shall undergo appropriate inspection using calibrated measuring equipment.
- b. Where applicable, the Supplier shall perform destructive or non-destructive testing in accordance with applicable standards and specifications.

6) Certificate of Conformance

- a. Each shipment shall be accompanied by a **Certificate of Conformance (COC)** confirming that the goods supplied meet all specified requirements and are free from defects in materials and workmanship.

7) Non-Conforming Product

- a. If any non-conforming product is identified, the Supplier shall immediately notify Zedaxis and provide a **Non-Conformance Report (NCR)**.
- b. Zedaxis reserves the right to:
 - Reject the goods
 - Require replacement or rework
 - Request a refund or credit

8) Changes

- a. The Supplier shall not make any changes to:
 - Materials
 - Manufacturing processes
 - Sub-suppliers
 - Design or specifications

without prior written approval from Zedaxis.

9) Subcontracting

- a. The Supplier shall not subcontract any portion of the work without prior written approval from Zedaxis.
- b. Approved subcontractors must comply with the same quality and contractual requirements.

10) Counterfeit Parts Prevention

- a. The Supplier shall implement a program to prevent the use or delivery of counterfeit parts.
- b. All materials must be traceable to approved sources and supported by appropriate documentation.
- c. If counterfeit or suspected counterfeit parts are discovered, the Supplier shall immediately notify Zedaxis and initiate corrective actions.

11) Foreign Object Debris (FOD) Prevention

- a. The Supplier shall maintain adequate **FOD prevention controls**, including employee awareness, controlled work environments, and inspection processes.
- b. Any FOD incident shall be immediately reported to Zedaxis.

12) Traceability

- a. All supplied materials shall be traceable to the **Zedaxis Purchase Order**.
- b. Production and inspection records shall be maintained for **a minimum period of 15 years** from the date of shipment.

13) First Article Inspection

- a. Where applicable, the Supplier shall perform **First Article Inspection (FAI)** and maintain records for the **lifetime of the product**.

14) Zedaxis Property

- a. Any tools, drawings, specifications, equipment, or materials provided by Zedaxis shall remain the property of Zedaxis and shall be used solely for fulfilling the Purchase Order.
- b. Such property shall be properly maintained and returned upon request.

15) Confidentiality

- a. All information provided by Zedaxis, including drawings, specifications, designs, and technical data, shall be treated as confidential and shall not be disclosed to any third party without written consent.

16) Right of Access

- a. Zedaxis, its customers, and applicable regulatory authorities shall have the right to access the Supplier's premises and relevant records for the purpose of audit, inspection, and verification.

17) Packaging and Delivery

- a. The Supplier shall ensure that goods are properly packaged, preserved, and labelled to prevent damage or deterioration during transportation and storage.
- b. Delivery schedules specified in the Purchase Order shall be strictly followed.

18) Obsolescence Management

- a. The Supplier shall notify Zedaxis of any potential **material or component obsolescence** affecting supplied products.

19) Liability

- a. The Supplier shall be responsible for any costs, damages, or losses incurred by Zedaxis due to:
 - Non-conforming products
 - Counterfeit parts
 - Supplier negligence
 - Failure to meet contractual requirements

20) Force Majeure

- a. Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, strikes, or government actions.
- b. The affected party must notify the other party promptly.

21) Termination

- a. Zedaxis reserves the right to terminate the Purchase Order in the event of:
 - Breach of contract

- Delivery of non-conforming goods
- Failure to meet delivery commitments

22) Governing Law

- b. These Terms and Conditions shall be governed by and interpreted in accordance with applicable laws.