

Copsey T&Cs

Part 1 – Standard T&Cs for Trading

Part 2 – Copsey Supplier T&Cs

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1. Definitions

In the following Terms & Conditions of Trading, Peter Copsey Engineering Ltd., is referred to as "the Company" and the other party is referred to as "the Customer", and products and/or services under these Terms & Conditions of Trading are referred to as "the Goods".

2. Supply

Goods are supplied upon the Terms & Conditions of Trading herein set out and upon no other Terms & Conditions save for those expressly agreed to separately in writing by both parties. The Company's Employees and/or agents have no authority to vary any of the Terms & Conditions of Trading herein set out.

3. Contract

The definition of a contract shall be a written, signed order, and/or verbal instruction which shall be given by the Customer to the Company, and agreed either verbally or in writing by the Company. Any contract made under these Terms & Conditions of Trading herein set out shall not be assigned or transferred by the Customer either directly or indirectly except with previous written consent of the Company.

4. Risk

The Goods will be at the Customer's risk immediately on delivery to the Customer, the Company will however retain the property in the Goods until they have been paid for in full.

5. Advice

The Company's Employees and/or Agents have the authority to recommend Goods for the purposes for which they are intended as set out in the manufacturer's current instructions and technical information. If the Company's Employees and/or Agents having regard to their experience and or abilities make a suggestion as to a product being tried for a particular purpose for which the manufacturer does not have written recommendations within its current instructions and technical information, then such suggestion is made use of at the customer's express risk. Research and development is at the cost and ownership of Peter Copsey engineering unless stated on purchase order and paid for in full.

6. Prices

The Company reserve the right to impose a small order surcharge where an order from the Customer falls below the minimum order value as stated in the Company's Price List, or

verbally reported to the Customer. The Company also reserves the right to amend the price of Goods previous to delivery, if due to circumstances outside the control of the Company.

7 Standard

All Goods supplied by the Company to its Customers are believed to be produced within specifications approved by the manufacturers and to be reasonably fit for the purposes for which they are supplied. After the Goods have been delivered to the Customer, the Company cannot exercise any control over either the storage, handling, mixing, application and use of the Goods supplied, or the weather conditions prevailing before, during and after application, all or any of which may affect the performance of the Goods. Save therefore where liability is proved under Clause 10 below, the Company, its Employees and/or Agents will be under no liability for loss, damage, death or injury howsoever cause resulting from any failure whether partial, total or consequential in performance or from any excessively vigorous performance.

8. Delivery

The Goods, the subject of these Terms & Conditions of Trading will be delivered by a carrier approved by the Company. The Company its Employees and/or Agents will not be liable for any failure to deliver the Goods or any part thereof, if in so far as such failure is due to any Act of God, action by any Government, strike, lockout, combination of workmen, breakdown of machinery, power failure caused by the action of a public or private authority or public or private utility undertaking, or fire.

9. Payment

The Company will render an invoice to the Customer, relating to the Goods following delivery. **The invoice will be due for payment within 35 days of its date, if this is not met deliveries will cease along with any current production and any planned jobs will be removed from production planning unless otherwise agreed.** If full payment is not received by the Company within such time a credit charge of 3% of the invoice price will also be payable by the Customer. The Company reserve the right to increase or decrease the rate of V.A.T. on the Goods which have been ordered, but not delivered, should the rate of V.A.T. change. The Company may at its absolute discretion reserve the right to decline any order placed with it where any account remains unpaid after being called for.

10. Liability

The Company, its Employees and/or Agents will be under no liability arising from the supply of any Goods in respect of any loss, damage, death or injury unless such loss, damage, death or injury is the direct result in respect of negligence of the Company, its Employees and/or Agents. The Company, its Employees and/or Agents will be under no liability arising from the supply of the Goods for any loss, damage, death or injury howsoever caused, unless it is proved either:

- a) Where the purpose or purposes for which the Goods are being bought is made known to the Company, and that the Company, its Employees and/or Agents have failed to take reasonable care to supply Goods reasonably fit for the said purpose or purposes,
- or
- b) Where no such purpose is made known to the Company, its Employees and/or Agents, and the Company, its Employees and/or Agents have failed to take reasonable care to supply

Goods which are fit for the purpose for which Goods of that kind are commonly bought as it is reasonable to expect, having regard to all relevant circumstances.

c) material issued by the customer is not liability of Peter Copsey engineering

11. Claims

The Company, its Employees and/or Agents will not be liable in respect of any claim arising from the supply of Goods unless notification in writing thereof is received by the Company at its Offices at 2 Wheaton Road, Industrial Estate East, Witham, Essex. CM8 3UJ immediately it could reasonably be expected that the Goods should have shown themselves to have been defective and unless thereafter a reasonable opportunity is given to the Company, its Employees and/or Agents to carry out such inspection and/or investigation to the said claim which the Company reasonably regards as necessary or desirable. Additionally, the Company its Employees and/or Agents will not be liable in respect of any claim unless the Customer has taken every possible opportunity to minimise such claim. The Company's liability in respect of any such claim shall be limited to the value of the operations carried out on the Goods supplied, and not to the value of any possible resale which would normally be expected to be received.

12. Sale & Return

The Company does not supply Goods on a "sale or return" basis neither does it normally accept the return of Goods correctly supplied. If the Company at its absolute discretion agrees to accept such Goods, a handling charge at the rate of 20% of the Goods value will be levied. Should it be agreed that the Company will credit Goods which have been returned or are defective, such credit will be deemed to be deducted from the former invoice, and an appropriate credit note will be issued by the Company as soon as is practicable. No returns will be accepted 6 months after delivery.

13. Default

If the Customer breaks any of the Terms & Conditions of Trading herein set out or becomes bankrupt or makes any composition or scheme or arrangement with its creditors or, being a body corporate goes into liquidation or has a receiver appointed or otherwise becomes insolvent, the Company is entitled without prejudice to its other rights and remedies, to treat any contract so made as determined and to demand immediate return of any Goods supplied hereunder or (where such Goods supplied have been consumed or no longer available or belong to the Customer) immediate payment in full thereof.

14. Notice

Any notice required to be given to or served hereunder shall be addressed in the case of a notice to be given or served on the Customer at the address of the Customer shown on the written Order, and in the case of the Company at its registered office for the time being and may be given or served either:

- a) By letter leaving the same or sending the same by first class post in a pre-paid envelope and a notice so given shall be deemed to have been given or served. On the day it was so left or on the day following that on which it was posted in the case of the Company, or in the case of the Customer if the address of the Customer is within the United Kingdom, within 7 days of the date of posting.
- b) By telex cable or facsimile transmission and a notice so given or sent shall be deemed to have been given or served within 24 hours of transmission.

15. Law

The validity, and acceptance by either party of the Contract to Sell to, and to purchase from shall be governed by United Kingdom Law, and the Company and the Customer hereby agree to the exclusive jurisdiction of the Courts of England & Wales for the resolution of all and any disputes which may arise from the Contract. All the clauses contained within these Terms & Conditions of Trading shall apply in full unless any Statutory Act of Parliament shall make any clause and/or part of a clause of the said Terms & Conditions of Trading to be unenforceable. Such clause and/or part of a clause shall therefore be deemed to be excluded from the Terms and Conditions of Trading.

16. General

The Company reserves the right to revise these Terms & Conditions from time to time. Commitments made by the Company's agents, representatives or employees are only valid if confirmed in writing by a Director of the Company. Any representations to be binding on the Company must be specifically agreed to in writing by a Director of the Company at the time of the written order or verbal instruction.

17. Divisibility

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.

Part 2 – Copsey Supplier T&Cs

As a supplier to Peter Copsey Engineering Ltd. Trading as Copsey Engineering (CE), you play a crucial role in the products and services that we provide to our customers. If you bid for an RFQ, you are agreeing to meet the following requirements.

Scope: These terms and conditions apply to all external suppliers and sub-tier suppliers who provide products, processes, or services to be included in CE's contractually deliverable products.

1. The supplier must maintain proper technical data on the processes, products, and/or services provided, including identification and revision status specifications, drawings, process requirements, and work instructions.
2. When indicated in the CE purchase order, suppliers must use CE's customer-approved special process sources.
3. CE reserves the right to give final approval of products and services, methods, processes, and equipment, as well as the final release of products and services.
4. Suppliers must ensure that Qualified and competent persons must perform all special processes.
5. CE reserves the right to identify requirements for interaction with our suppliers, including the use of interactive documentation, email, and documented confirmation methods of all verbal interactions.
6. CE reserves the right to monitor the supplier's performance, including supplier risk, the quality of the product or service delivered, and on-time delivery of the product or service.
7. CE reserves the right to designate requirements for verification or validation activities that we or our customer intend to perform at the suppliers' premises.
8. CE reserves the right to approve or specify any special requirements, critical items, or key characteristics.
9. CE reserves the right to approve or specify any test, inspection, and verification (including production process verification) to ensure that the purchased product/service meets the requirements.
10. CE conducts inspection activities to ensure that the purchased product meets requirements, including receiving inspections of supplier products/services/documents performed by a designated employee, product inspections to ensure they meet requirements and dimensions, etc., and the need for a Certificate of Conformity when compliance with special processes cannot be verified by inspection.
11. CE reserves the right to approve or specify the use of statistical techniques for product acceptance and related instructions for acceptance by CE.
12. To ensure product identification and traceability, CE will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as appropriate.
13. CE also require that any AS9100 supplier must:
 - a) Implement a Quality Management System and to review and approve the Supplier Quality Management System.
 - b) Use customer-designated or approved suppliers.

- c) Notify CE of Non-Conforming products or services immediately upon discovery and obtain approval from CE's Quality Manager for nonconforming product disposition.
- d) Have policies/procedures in place to identify potential Counterfeit Parts from suppliers.
- e) Have policies/procedures in place to highlight the importance of Ethical Behaviour in their organisation.
- f) Have a Foreign Object Debris (FOD) prevention control program in place.
- g) Notify CE of any changes to a product and/or process, including changes of suppliers or location of manufacture that may affect conformance to specifications or requirements and to obtain approval from an authorised CE manager or designee prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI (Delta) shall be required from the supplier.
- h) Flow down to the supply chain all applicable requirements (regulatory and AS9100 standards requirements enclosed with the PO, including customer requirements and key characteristics where required),
- i) Provide test specimens for design approval, inspection/verification, investigation, or auditing,
- j) Retain all records associated with the purchase orders for a minimum of 15 years or as required by contract and have such documents at our disposal to control if required.
- k) Allow right of access by CE's employees, our customers, and any regulatory authorities to the applicable areas of facilities and applicable documented information involved in the aerospace order at any level of the supply chain.

Signed



Steve Collins
Managing Director

Date – 11/10/2023

CE 9 – Quality Policy

Quality Policy

We have established this Quality Policy to be consistent with the purpose and context of our business. It provides a framework for the setting and review of objectives in addition to our commitment to satisfy applicable customers', regulatory and legislative requirements as well as our commitment to continually improve our Quality Management System.

As a Business we have made a commitment to:

- Understand our current and future customers' needs and to meet their requirements and strive to exceed their expectations. We measure how we are performing for our customers using KPIs for Returns, Scrap, Rework & OTD. We analyse trends and continually implement improvements where objectives are not being achieved.
- Creating and maintaining a working environment in which people become fully involved in achieving the objectives. We recognise that people are the essence of any good business and that their full involvement enables their abilities to be used for our benefit.
- Achieving continual improvement across all aspects of the Business. We make decisions relating to our QMS following an analysis of relevant data and information. We have also been driving 5S improvements throughout our site to better streamline our processes.
- Recognise that a business and the relationship it has with its external providers are interdependent and are mutually beneficial to create value. We continually measure our supplier performance.

Copsey Engineering are committed to meeting the requirements of other interested parties and in meeting our social, environmental, regulatory, and legislative responsibilities.

This policy is available/communicated to all interested parties as well as being made available to the wider community through publication on our Website and Company Noticeboard.

Authorised by: Steve Collins

Date Approved: 24/8/2023

Signature: 

Review Date: 24/8/2024

Counterfeit Parts Policy

Copsey Engineering are committed to ensuring that our manufactured products and services are of the highest quality and meet all applicable standards and regulations. We recognise the risk posed by counterfeit parts to the safety, reliability, and performance of the products we manufacture, as well as the potential harm they may cause to our customers and end-users. As such, we have established a counterfeit parts policy to prevent the use of such parts in our manufactured products and services.

Our policy aims to ensure that all material/services used in our manufacturing are genuine and obtained through authorised channels. To achieve this goal, we have implemented the following measures:

Supplier Management - We carefully select our suppliers and conduct due diligence to ensure that they are reputable and capable of providing genuine parts/products. We require our suppliers to provide us with certificates of authenticity and/or other evidence of the origin and authenticity of the material/services they supply upon our Customers request.

Manufacturing - We educate our employees in manufacturing to be aware of notable defects in materials which could indicate that it is not to the correct specification or has been poorly produced i.e. Softer/Harder than usual, porosity, delamination, discolouration etc. Any defects are to be reported and suppliers notified, however any suspected counterfeit parts/materials should **NOT** be returned to the supplier, this is to mitigate the risk of these defects re-entering our suppliers supply chain.

Sales - We educate our employees in Sales to not put undue pressure onto our Purchasing department by accepting orders which will require them to source cheap products or source products to unrealistically fast lead times.

Communication- We communicate our policy and expectations to our employees, suppliers, and other stakeholders. We encourage our suppliers to adopt similar policies and to report any suspected counterfeit parts to us immediately. We will also notify the necessary authorities should any instance of counterfeit parts/materials be found anywhere in our supply chain.

Continuous Improvement -We continuously review and improve our counterfeit parts policy and processes to ensure that they remain effective and up to date.

We are committed to maintaining the integrity and reliability of our products and services and to protecting the safety and satisfaction of our customers and end-users. We will continue to monitor and report on our progress towards achieving this goal.

Signed,

Steve Collins

A handwritten signature in blue ink that reads "S J Collins".

Managing Director

Ethical Behaviour Policy

Copsey Engineering's Ethical Behaviour policy for quality manufacturing outlines the standards and expectations for employees to uphold ethical and responsible conduct in the workplace. This policy aims to promote a culture of integrity, fairness, and transparency, and to ensure that all business practices align with legal requirements and societal expectations:

1. **Compliance with Laws and Regulations:** All employees are expected to comply with applicable laws and regulations governing the manufacture and sale of products. This includes complying with environmental, health and safety, and labour laws, among others.
2. **Honesty and Integrity:** Employees are expected to act with honesty and integrity in all business dealings. This includes being truthful and transparent in communications with customers, suppliers, and colleagues, and avoiding conflicts of interest.
3. **Respect for People and the Environment:** All employees are expected to respect the dignity and rights of others, and to protect the environment. This includes promoting diversity and inclusion, preventing discrimination and harassment, and reducing the environmental impact of manufacturing processes.
4. **Quality and Safety:** Employees are expected to maintain high standards of quality and safety in all manufacturing processes. This includes following established procedures and protocols and reporting any safety or quality concerns to management.
5. **Reporting Violations:** Employees are encouraged to report any suspected violations of this ethical behaviour policy, or any laws or regulations governing manufacturing processes. Reports can be made to management, human resources, or through a confidential reporting channel.
6. **Consequences of Non-Compliance:** Violations of this ethical behaviour policy may result in disciplinary action, up to and including termination of employment. Violations of laws and regulations may result in legal and financial consequences for the company and individuals involved.
7. **Compromising Quality:** Employees are expected to uphold high standards of quality in all manufacturing processes. Any actions that compromise the quality of products or services are strictly prohibited. This includes cutting corners, using substandard materials, and ignoring established quality control procedures.
8. **Continuous Improvement:** Employees are encouraged to identify opportunities for improvement in manufacturing processes, and to contribute to ongoing efforts to enhance the quality and efficiency of manufacturing operations. This includes identifying and reporting potential quality issues and participating in training and development programs to improve skills and knowledge.
9. **Accountability:** All employees are responsible for their actions and behaviour in the workplace. This includes taking ownership of mistakes and working collaboratively to resolve issues. Employees are also expected to hold themselves



Ethical Behaviour Policy

and their colleagues accountable to the highest standards of ethical behaviour and quality manufacturing.

By upholding these ethical behaviour policies, including human rights and worker's rights, Copsey Engineering can ensure that our operations and supply chain are ethical, sustainable, and socially responsible. We are committed to continuous improvement and will review and update our policies and practices to ensure that they align with these values.

Signed

Steve Collins

A handwritten signature in blue ink that reads "S J Collins".

Managing Director



Copsey F.O.D. Policy

Purpose:

The purpose of this policy is to prevent Foreign Object Debris (FOD) from entering and potentially damaging products or causing safety hazards in our engineering sub-contract workshop.

Scope:

This policy applies to all employees, contractors, and visitors who are present in our engineering sub-contract workshop. The workshop is defined as any area where customer parts are present including Stores, inspection etc.

Policy:

1. All employees, contractors, and visitors must have FOD prevention measures and the importance of FOD control in the workshop explained to them.
2. All work areas, including the workshop floor, benches, and storage areas, must be kept clean and free of any FOD. All personnel are responsible for cleaning up any FOD they generate.
3. Food and drink are not allowed in the workshop with the exception of drinks in a covered drinks container. Personnel should consume food and drink in designated break areas only.
4. Any FOD found in the workshop must be reported immediately to the Quality Manager or Shop Floor Manager.
5. Any employee, contractor, or visitor who violates this policy will be subject to disciplinary action, up to and including termination, depending on the severity of the violation.
6. This policy will be reviewed periodically to ensure its effectiveness and compliance with applicable regulations.

Signed,

Steve Collins

A handwritten signature in blue ink that reads "S J Collins".

Managing Director