



CONDITIONS OF ORDER

1. This order must be acknowledged within three days of the date thereof or it may be cancelled
2. All materials and goods to be delivered carriage paid, unless otherwise specified.
3. We reserve the right to cancel the order if:-
 - a) The materials or goods supplied or the work called for is not completed by the date specified or-
 - b) The materials or goods supplied or work done do not strictly comply with the description and specification and drawing relating thereto, or –
 - c) The materials or workmanship is not of the first class in every respect
4. The acceptance of this order implies that all materials and goods supplied or work done whether for use in the United Kingdom or for export, are guaranteed for twelve months from date of delivery against breakdown or failure. The defective item shall be replaced at our option, by the suppliers at their own cost, or by us at the cost of the supplier.
5. Where specified on ETL's Purchase Order all goods are to be supplied in accordance with the requirements of AS5553, Fraudulent/Counterfeit Electronic Parts; Avoidance, Detection Mitigation and Disposition
6. Goods, which are not despatched on the quoted date, shall at our option be delivered by another means ie by same day courier or other express service. This will be entirely at the cost of the supplier.
7. An advice note stating our order number and contents of packages must be sent with the goods.
8. Invoices, which must bear the order number, must be sent the same day as goods are despatched. In event of goods being received in the month following date of invoices, such invoices will be treated as the month following.
9. Should our business be stopped, interrupted or restricted by riot, lockout, strike, fire explosion or any other exceptional cause, or any cause beyond our control, we are at liberty to cancel the order or to defer the date or dates of delivery and payment until the causes of stoppage, interruptions, or restrictions have ceased.
10. All returnable cases, drums etc, must be numbered and the numbers quoted against charges for same on invoices. Such charges will be deducted when payment is made, and the empties returned with least possible delay.
11. We shall not be liable for any orders or amendments thereto other than those issued or confirmed on our official printed order or amendment forms, duly signed on our behalf.
12. Any perishable or lified items supplied must have a minimum of 85% of their shelf life remaining on the day they are delivered to ETL otherwise the delivery may not be accepted.
13. This order and the subject matter thereof shall be treated as confidential between yourselves and us and shall not be disclosed by you or any sub-contractor of yours to any third party or used by you or any sub-contractor for advertisement, display or publication without out prior consent in writing.
14. The supplier stated on ETL's Purchase Order is the sole supplier/contractor and must not further subcontract any items, obligations or requirements of the Purchase Order without ETL's prior written consent
15. These conditions shall have precedence over any conditions appearing on any acceptance form, delivery form, or other document or letter emanating from the supplier on whom this order is placed and such conditions shall have no effect whatsoever except in-so-far as they confirm the terms and conditions of this order.
16. Items manufactured against this contract/order may be subjected to verification inspection at your premises for which purposes access and facilities should be allowed to ETL Quality personnel, our customer or our customer's representatives.
17. Subject to reasonable notice being given, authorised representatives of ETL, their customer and regulatory authorities shall have right of access to all facilities and all applicable records, at any level of the supply chain, involved in the order.
18. The Supplier will obtain approval from ETL for nonconforming product disposition
19. The Supplier will notify ETL of any of nonconforming product that may have been delivered
20. The Supplier shall notify ETL of changes in product and/or process, change of suppliers, changes of manufacturing facility location, and where required, obtain ETL approval.
21. ETL, our customers and regulatory authorities shall have right of access to all facilities involved in the order and to all applicable records
 - a) The supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key/special critical characteristics where applicable.
 - b) Records produced in accordance with the order shall be retained for a minimum of 15 years. No records are to be disposed of without prior authority of ETL. A procedure shall be established to ensure the controls needed for the identification, storage, protection, retrieval, retention and disposition of records.