

Supplier Quality - Terms & Conditions



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General

"**supplier**" means the company, firm, or person to whom the sub-contract ('Sub') order is addressed.

"**Newmont**" means Newmont Engineering Co. Ltd., 7 Fleming Way, Isleworth, TW7 6EU.

Supplier Quality Requirements (SQ1)

The supplier must be registered to ISO9001/AS9100 or have a Quality Management System that meets the general requirements of ISO9001/AS9100 as is applicable to their business. This includes, but is not limited to:

Documentation: All relevant documents and records, pertaining to the order, created by and/or held by the supplier shall remain legible, readily identifiable, and readily retrievable and be retained indefinitely or by the period defined by the prime contractor.

Resources: Resources shall be relevant and adequate to the provision of the product and/or service required as stated in the purchase order. Personnel will be competent at performing their work, based on appropriate training, experience and awareness. The work environment will be managed to achieve service and/or process conformity.

Customer related processes: The supplier will verify that Newmont's purchase order requirements can be fulfilled and communicate any anomalies and/or queries promptly. A customer rejects/complaints procedure will exist to effectively manage, communicate and resolve any issues.

Preservation of Product: The supplier will preserve the product throughout processing and delivery. Suppliers shall ensure that work is delivered to Newmont without foreign objects or damage (FOD).

In the absence of any specific requirements within the drawings, specifications or purchase order, all goods shall be delivered to Newmont Engineering, with packaging to prevent damage and deterioration during shipment and storage.

F.A.I.R. [First Article Inspection Report]. The suppliers Quality Management System shall provide a process for the inspection, verification and documentation of a representative item if required by Newmont's purchase order. The FAIR shall be in accordance with AS9102.

Subcontracting: The supplier shall not subcontract any part of the process stated on the purchase order without written consent from Newmont Engineering.

Changes to process, product, services and including location: shall be notified to Newmont Engineering before any change is made relating to any aspect. Changes require Newmont approval in writing before any deviation or change is made.

Inspection and Testing: The supplier shall provide with the goods, results obtained in the course of inspection/testing against the requirements of the order. Such results shall be certified by a senior member of your staff responsible for Quality Assurance / Inspection and shall state the position or status of the signatory in your organisation.

Certificates of Conformity: Each delivery shall be supported by an appropriate Certificate of Conformity signed by a senior member of your staff responsible for Quality / Inspection. Certificates of Conformity will include but not be limited to the following information:-

- 1) Newmont Engineering's full purchase order number.
- 2) Suppliers' Delivery note number.
- 3) Drawing Number and revision and/or specifications and issue status. Specification must be of the latest officially released and approved version. If Newmont orders do not relate to the latest version of a specification, then Newmont should be made aware before proceeding.
- 4) Batch/Serial numbers where appropriate.
- 5) A statement confirming that the goods have been inspected and tested to the drawings/specifications quoted in the purchase order.
- 6) A statement confirming that the goods conform in all respects to the requirements of the purchase order.

Non-conforming Product: Any item that does not meet, in every respect, the requirements of the drawing or purchase order is considered 'non-conforming'. Non-conforming parts shall be suitably identified and segregated. The supplier shall notify Newmont Engineering of any nonconforming product and/or process and provide corrective and preventative action reports. Any item or process found to be non-conforming subsequent to delivery will be notified to Newmont without delay. All Non-conforming items shall be segregated, identified and returned to Newmont without charge.

Counterfeit Materials and Part: The supplier is responsible for ensuring that only genuine materials and parts are used for Newmont work. This includes ensuring suitable processes exist to plan, detect, control and prevent suspect counterfeit parts. The supplier is expected to have procedures in place to detect, assess the risks, and use only approved sources. Verification process must be in place to be able to protect Newmont from any counterfeit materials or parts.

Right of access: shall be allowed to Newmont Engineering, Newmont's customer and appropriate regulatory authorities to all its facilities involved in the order and to all

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applicable records. Such inspection shall not prejudice our right to reject items after delivery.

Confidentiality: The supplier shall keep in strict confidence all technical and/or commercial, documents, data, drawings and specifications relevant to the order and/or quotation.

Codes of Conduct and Ethics: Newmont expects its suppliers to act in a professional and ethic manner. This means that they should observe and follow

The above Quality requirements are in addition to Newmont Engineering's general purchasing T&C's. These can be found on our website @ www.newmonteng.co.uk.