



Aero Partners Ltd  
GF5A Viscount House, London Southend Airport, Southend On Sea, Essex SS2 6YF

## Standard Terms and Conditions of Sale

### 1. Definitions

The following words shall have the following meanings unless the context of their use requires otherwise :

"the Company" shall mean Aero Partners Ltd

"the Customer" shall include any person, firm or body corporate for whom or at whose request work is done or services rendered

"the work" means all the work or services undertaken or performed by the Company

"the goods" means all components, spare parts, goods, equipment or materials of any kind which are supplied or installed by the Company under any contract to which these conditions apply whether in connection with the work or otherwise

"the Customer's property" means aircraft, engines, components, parts and any other chattels, whether in the ownership of the Customer or otherwise, which are delivered into the possession or control of the Company by the Customer or under its authority or are procured by the Customer specifically for the purposes of the work required by the Customer

"the premises" means the Company's facility at GF5A Viscount House, London Southend Airport, Southend On Sea, Essex SS2 6YF United Kingdom

"normal working hours" means 0830hrs to 1700hrs Monday to Friday (except public holidays)

### 2. Contract

- a. All quotations given and all contracts made by the Company relating to the carrying out of work and or the supply of the goods are subject to the terms and conditions contained herein and all other terms and conditions referred to by the Customer or contained in any order, acceptance of quotation or otherwise brought to the notice of the Company are hereby excluded. These terms and conditions may be varied only by the agreement in writing between the parties signed on behalf of the Company by a duly authorised company representative. The Customer shall indemnify the Company against any claim that may be made on it arising from the Customers lack of authority to contract for the work or the supply or the installation of the goods.
- b. Quotations issued by the Company are not offers capable of acceptance so as to make a binding contract. Any orders placed with the Company require its written acceptance before any contract arises.
- c. Any quotations supplied by the Company shall remain open for acceptance for a period of 30 (thirty) days from the date of the quotation, unless in the quotation some other period is specified, or the quotation is withdrawn by the Company.
- d. These terms and conditions (as varied if at all) in accordance with sub-clause a. above) contain the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications.
- e. These terms and conditions shall apply to the contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- f. The Company shall have the right to subcontract any of the work either in whole or in part unless otherwise specifically agreed between the Company and the Customer.
- g. Title of the goods shall pass to the Customer upon full payment of the goods supplied as defined in clause 5 below
- h. Risk in the goods shall pass to the Customer upon delivery as defined in clause 7 below.
- i. The Company is at liberty to destroy worn parts after completion of the work or the supply or installation of the goods unless otherwise instructed in writing.
- j. The Company reserves the right to affix its name labels to any goods unless instructed to the contrary in writing at the time of ordering.
- k. The Customer in placing any order or entering into any agreement with the Company represents and warrants that the Customer has the full power, authority and legal right to execute, deliver and perform the terms of the order or agreement, and that the order or agreement has been duly authorised by the necessary corporate action of the Customer and will continue to be a valid and bind order or agreement of the Customer in accordance with its terms.
- l. All orders and agreements shall be governed by the laws of England.
- m. Any notices to be given shall be in writing and sent by letter, fax or email addressed to the party to receive the same at its principal place of business or at such other address as such party may from time to time designate by notice complying with this clause.
- n. The contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the contract.
- o. The failure of the Company or the Customer in any one or more instances to insist upon strict performance or observance of one or more terms or to exercise any remedy, privilege or right shall not be construed as a waiver of any future breach of any terms or rights to enforce the same or to exercise such remedy, privilege or right.
- p. Neither party shall assign any order or agreement in whole or in part without the prior written consent of the other party.
- q. The Customer shall not be entitled to cancel the Contract without the prior written consent of the Company.

### **3. Prices**

- a. All prices and rates quoted or agreed by the Company are based upon costs prevailing at the date of such quotation or agreement. They may thereafter be increased by the Company to the extent that there is any increase between such date and the completion of the work, in the costs payable by the Company in the performance of the work or in the supply of the goods. Any such increases in costs shall thereafter be payable as if it were a specific term of the contract.
- b. Unless otherwise agreed, the provision to the Company of all the Customers property required to carry out the work is the sole responsibility of the Customer. Should, however, such Customers property be supplied by the Company the cost thereof (unless already accounted for in the agreed prices) shall not be included in the price of the work and an additional charge shall be made in respect of it (together with such handling charge as the Company shall determine).
- c. Where the work is carried out at a place other than the premises, the Company may make additional charges in respect of any expenses of whatsoever kind reasonably incurred by the Company in relation thereto.
- d. All prices and rates quoted or agreed by the Company shall apply in the case of work performed or goods or services provided during normal working hours. The Customer may from time to time request that work be undertaken or goods or services be provided on an expedite basis to meet the Customers particular requirements and in such an event the Company shall use its best endeavors to meet such requirements through working outside normal working hours. The Company shall be entitled to recover its increased costs by proportionally increasing its prices and rates in such instances.
- e. Quotations in a currency other than US Dollars are based on the rate of exchange at the time of quoting and unless otherwise stated the price may at the Company's discretion be subject to revision up or down if any different rate of exchange shall apply at the date of invoice.

### **4. Taxes**

The Customer will assume full responsibility and indemnify the Company against all taxes (including, but not limited to, withholding tax, sales and use taxes but excluding any taxes relating or calculated by reference to income or capital gains of the Company wherever imposed), duties, imposts, assessments, levies and fines and the costs of any customs bonds which may arise out or for which the Company may be liable, arising in any way out of the operation of any agreement. The Customer acknowledges that, unless otherwise notified, shipments of goods inside the European Union, including within the United Kingdom, which contain aircraft parts, have been supplied under the terms of their End-Use number and are subject to end-use control. The Customer shall indemnify the Company against any taxes or duties levied on the Customer arising out of the incorrect classification of imported goods from the Company. The Customer's liability and obligations under this clause shall survive the termination of the agreement.

### **5. Payment**

- a. The Customer undertakes to pay the Company for all work, goods or services provided, within thirty days from the date of invoice.
- b. If any payment that is to be made hereunder by the Customer is overdue, interest will be chargeable thereon at a monthly rate of 4% of invoice value until the sum is paid, such interest accruing from day to day.
- c. Time of payment shall be of the essence and when any sum owed by the Customer to the Company under any agreement is overdue the Company may at its option and without prejudice to any other rights it may have, either (i) cease further work, or the supply of further goods or services under any agreement with liability for any loss (including loss of profit or other financial or economic loss) to the Customer, until such sum (together with such interest as may be due thereon) is paid, or (ii) terminate the agreement without liability on the part of the Company and the Customer shall pay to the Company immediately all sums due and outstanding under the agreement in respect of the work already carried out and the goods, services, components, parts and other materials, supplied or ordered in part execution of the agreement together with all overheads and other costs incurred by the Company as a result of such termination.

### **6. Lien**

In addition and without any prejudice to any other right or remedy the Company may have where any sum owed by the Customer under any agreement is overdue then the Company shall have an absolute right of lien upon any of the Customer's property which is in the possession or under the control of the Company, its agents or subcontractors whether for the purpose of carrying out the work, or supplying or installing the goods or otherwise and the Company may enforce such lien, on giving 30 days notice thereof, by selling all or any items of the Customer's property in such a manner as it deems appropriate and shall account to the Customer (or other person entitled thereto) for any balance remaining out of the proceeds of such a sale after all sums at the time due and owing to the Company by the Customer and the expenses of such sale have been deducted.

### **7. Delivery and completion date**

Where a date or period has been stated for the completion of the work or delivery of the goods or provision of the service, this is an estimate only and the Company shall not be liable to the Customer for any loss or damage sustained by the Customer or any other party as a result of the Company's inability to comply with such date or period for completion or delivery. Delivery takes place when the goods are despatched by the Company or when the goods are collected by the Customer, its appointed representative, agent or carrier.

### **8. Specifications**

The company shall not be obliged to perform any part of the work or to supply any of the goods or services in respect of which if reasonably considers that there must be supplied to it any specifications, information or instructions or any components, parts, goods or other materials, or tools or other equipment which it is the obligation of the Customer to provide until the same are available and the Customer shall indemnify the Company against all loss and expenses incurred by the Company by reason of any error, defect or omission therein or by reason of any other act or omission on the part of the Customer. If before they are available the Company performs any such part of the work, or so supplies any of the goods at the Customers request the Customer shall indemnify the Company against all loss or damage of whatsoever kind resulting from their doing so, except insofar as the same results from the willful misconduct of the Company (and such performance or supply shall not of itself constitute for this purpose, willful misconduct).

### **9. Permits, Licenses, Certificates and Patents**

The Customer shall obtain any permission, permits, licenses or certificates from the appropriate authorities which may be necessary in conjunction with the performance of the work, any movement of goods, tools, equipment, persons or currency, and to ensure prompt payment for the work and/or goods on the due dates. The Customer shall indemnify the Company against any loss or expense to the Company arising from the failure by the Customer to obtain any necessary permission, permits, licenses or certificates. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the components into the country of destination and for the payment of any duties thereon. The Customer shall indemnify the Company against all damages, penalties, costs and expenses arising out any infringement of any patent or design (or any claim for such infringement) involving work done in accordance with the Customer's specification or instruction (express or implied). The Customer shall remain liable for all payments due hereunder notwithstanding any delays in or failure to obtain such necessary permissions, permits, licenses or certificates and shall indemnify the Company against any loss or expense to the Company arising from any such delays or failure.

### **10. Warranty and Disclaimer**

- a. Where goods are supplied by the Company which are not manufactured by it the Company will where possible grant to the Customer the benefit of any warranty whether express statutory or otherwise it has received from its supplier. Save as aforesaid the Company gives no guarantee and hereby expressly excludes all others conditions and warranties whatsoever whether statutory or otherwise including any implied warranty of merchantability or fitness for a particular purpose and the Company shall be under no liability in respect of any claim whether arising in contract or in tort for loss or damage of any kind (whether consequential or otherwise) or personal injury (including death) caused to any person (which expression shall include all persons firms companies or corporations whatsoever) or for loss of or damage to property by or arising out of the use of the goods and/or services supplied by the Company.
- b. The Customer will inspect the Components and may reject any that do not comply and must inform the Company of any claim or rejection within 30 (thirty) calendar days after Delivery. If no notice of rejection or claim is received, the Customer will be deemed to have accepted the Components
- c. The provisions of this warranty represent the entire liability of the Supplier, its officers, employees and agents with respect to any matter arising out of or in connection with the quality or condition of the Components any part thereof, and all other warranties, guarantees, terms, conditions, representations or liabilities (whether for direct, indirect or consequential loss or damage or otherwise) as to quality, description, standard of workmanship, condition, fitness for purpose or otherwise (whether express or implied by statute or common law) are hereby excluded to the fullest extent permissible at law.

### **11. Indemnification**

The Customer agrees to indemnify and hold harmless the Company and its employees from and against all claims liability loss damage or expense including all counsel fees arising from or by reason of :- (a) any injury or death allegedly caused by the use sale transfer or alteration of the goods or the services supplied by the Company (b) any damage to or destruction of any property or injury to any person or persons caused by any act or omission whether negligent or otherwise of the Customer or of any employee subcontractor workman servant or agent employed by the Customer.

### **12. Claims and Non-Delivery**

In the case of a consignment to the Customer's designated delivery address the carrier and the Company must be advised in writing within 5 days of receipt of invoice if the goods covered by the invoice have not been delivered or within 2 days of delivery if damage or shortage is revealed. Providing such advise if given the Company will use all reasonable efforts to assist the Customer in obtaining proof of delivery to the carrier in sound condition. In the case of goods delivered in the Company's own vehicles no claims for goods lost or damaged in transit or regarding alleged shortages will be entertained unless received by the Company within 2 days from receipt of invoices. Any goods claimed to be defective may only be returned having first obtained a returns authorization number from the Company. Such returns should be returned carriage paid and marked with the returns authorization number. If such goods are subsequently found not to be defective then a restocking fee of 20% of original price will be levied in addition to the cost of testing such goods.

### **13. Force Majeure**

- a. The Company shall not be liable to the Customer nor deemed to be in default for any delay or inability to meet any or all of its obligations due to acts of God or the public enemy, civil war, insurrections or riots, fires, floods, explosions, earthquakes, or serious accidents, epidemics or quarantine restrictions, any act of government, governmental priorities, allocation regulations or orders affecting materials (including but not limited to fuel), facilities or their use, strikes, labour disputes causing cessation, slow down or interruption of work, failure to obtain parts, materials, accessories or equipment despite best reasonable efforts, or any other cause to the extent that it is beyond the Company's reasonable control.
- b. The Company shall immediately notify the Customer when any events specified in a. above occur and shall use its best reasonable endeavors to minimise the effect of such occurrences and to continue with the relevant service, supply or work as soon as practically possible.
- c. If any of the events specified in a. above occur or are likely to occur the Company shall have the right to subcontract work to a third party.

#### **14. Termination**

The Company shall have the right to serve notice terminating any agreement forthwith if the Customer :-

- i. is unable to pay its debts generally as and when they become due
- ii. is the subject of a legal process declaring it insolvent
- iii. ceases or threatens to cease the carrying on of its business
- iv. commits a substantial breach of an agreement which is incapable of remedy

If the Customer has committed a substantial breach of an agreement which is capable of being remedied within thirty days of the receipt by the Customer of a notice in writing requiring the remedy of such default then the Company shall have the right to terminate the agreement forthwith by giving a further notice to the Customer to that effect. If a Customer fails to pay a sum on the due date and shall not have remedied such default within five days of the receipt by the Customer of a request in writing by the Company to pay the same then the Company shall be entitled to terminate the agreement forthwith by giving notice in writing to the Customer to that effect but without prejudice to any other rights and remedies of the Company whether at common law or equity or any other law whatsoever. Except as specifically provided herein the remedies herein shall not be deemed exclusive but shall be cumulative and may be exercised from time to time and as often and in such order the Company may deem expedient and the exercise of any remedy shall not prevent the exercise of any other remedy.

#### **15. Confidentiality**

Both the subject matter and the terms and conditions of the Contract shall be treated by the Customer as confidential and shall not without the Company's written consent be divulged to any other person.

#### **16. Business Ethics**

Both Parties agree that all business activities will comply with the applicable laws contained in clause 24 whilst ensuring that the undertaking of these activities is without recourse to anti-competitive activity, bribery or corruption or slavery or human trafficking and ensuring compliance to the United Kingdom Bribery Act and Modern Slavery Act regulations.