

Terms and conditions of sale

The Customer's attention is drawn in particular to the provisions of clause 9.

1. Interpretation**1.1. Definitions**

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.4.

Contract: the contract between the Supplier and the Customer for the supply of Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: the location specified in an Order.

Force Majeure Event: has the meaning given in clause 10.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Confirmation: an order confirmation sent by the Supplier to the Customer agreeing to fulfil an Order.

Order Form: an order sent by the Customer to the Supplier requesting the supply of Goods or confirming an oral order for Goods.

Supplier: Adams Aviation Supply Company Limited, a company incorporated in England and Wales under company number 00943304.

Working Day: a day other than a Saturday, Sunday or public holiday in England, when the banks in London are open for business.

1.2. A reference to **writing** or **written** includes email.

2. ORDERS AND ACKNOWLEDGEMENTS

- 2.1. When the Customer wishes to place an Order, it shall either send an Order Form to the Supplier or submit an Order orally. Oral Orders shall be confirmed by an Order Form bearing the additional words "confirmation of oral order" within two Working Days or the Supplier's interpretation of the oral order will be deemed to be complete and correct.
- 2.2. Each Order shall be deemed to be a separate offer by the Customer to buy Goods in accordance with these Conditions, which the Supplier shall be free to accept or decline at its absolute discretion. No Order shall be deemed accepted by the Supplier until it issues an Order Confirmation or (if earlier) the Goods are Delivered to the Customer.
- 2.3. Any samples, drawings, descriptive matter or advertising issue by the Supplier are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5. Any quotation provided by the Supplier shall not constitute an offer.

Aviation in your language

A company of Incora

~~Registered company in England & Wales. Registered company number: 06723266.~~

Registered office address: Ascot Business Park, 50 Longbridge Lane, Derby, England, DE24 8UJ.

3. DELIVERY

- 3.1. The Supplier shall deliver the Goods to the Delivery Location or such other location as the parties may agree in writing or shall make the Goods available for collection by the Customer.
- 3.2. In the event that any Goods are out of stock, the balance will be shipped as soon as possible or made available for collection by the Customer.
- 3.3. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 3.4. Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.5. If the Supplier fails to deliver the Goods, it will take all reasonable steps to obtain replacements suitable to the Customer but shall have no liability for any costs or expenses incurred by the Customer in obtaining replacement goods itself unless by prior agreement. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.6. If the Customer fails to accept delivery of the Goods within three Working Days of the Supplier notifying the Customer that the Goods are ready then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
 - 3.6.1. delivery of the Goods shall be deemed to have been completed at 9.00am on the third Working Day after that day on which the Supplier notified the Customer that the Goods were ready; and
 - 3.6.2. the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses.
- 3.7. If the Customer has not accepted delivery of the Goods within ten Working Days of the Supplier notifying the Customer that the Goods are ready for delivery, the Supplier may resell or otherwise dispose of part or all of the Goods and charge the Customer for any shortfall below the price of the Goods.
- 3.8. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. CANCELLATIONS AND RETURNS

- 4.1. In the event that Goods are ordered in error by Customer or are found to be surplus to requirements, the Customer may apply in writing to cancel the Order, or, in the event that the Order has been delivered, return the Goods. The acceptance of cancellations and/or returns is at the sole discretion of the Supplier.
- 4.2. Returned Goods must be in unused condition and purchased within 30 days of the application to return the Goods.
- 4.3. Goods on special order, i.e. non-stock Goods may not be returned nor Orders cancelled.

5. QUALITY

- 5.1. The Supplier warrants that on delivery, the Goods shall:
 - 5.1.1. conform in all material respects with their description; and
 - 5.1.2. be free from material defects in workmanship.
- 5.2. Subject to clause 5.3, if:
 - 5.2.1. the Customer gives notice in writing to the Supplier within five days of receipt of the Goods that some or all of the Goods do not comply with the warranty at clause 5.1;
 - 5.2.2. the Supplier is given a reasonable opportunity to examine such Goods; and
 - 5.2.3. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost

the Supplier shall, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full.

- 5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
 - 5.3.1. the Customer does not provide notice in accordance with clause 5.2.1;
 - 5.3.2. the Customer makes any further use of the Goods after giving notice in accordance with clause 5.2;
 - 5.3.3. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.4. the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;
 - 5.3.6. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

- 5.4. Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

6. TITLE AND RISK

- 6.1. Risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2. Title to the Goods shall pass to the Customer on the Supplier receiving payment in full for the Goods, in which case title shall pass at the time of payment.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
 - 6.3.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.4. If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 8.1 then, without limiting any other right or remedy the Supplier may have:
- 6.4.1. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 6.4.2. the Supplier may at any time:
 - 6.4.2.1. require the Customer to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
 - 6.4.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

- 7.1. The price of the Goods shall be the price set out in the Order Confirmation, if provided, a quote if it is being converted to an order or the Supplier's standard price in force as at the date the order is processed.
- 7.2. The Supplier may, by giving notice to the Customer before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1. any factor beyond the Supplier's control (including without limitation foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 7.2.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 7.2.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3. The price of the Goods:
- 7.3.1. excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 7.3.2. excludes the cost of transport of the Goods, which shall be invoiced separately to the Customer.
- 7.4. The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 7.5. The Customer shall pay the invoice in full and in cleared funds by the due date stated on the invoice. Time of payment is of the essence.
- 7.6. Credit is offered at the sole discretion of the Supplier and is subject to satisfactory bank and trade references. Credit terms may be modified, suspended or withdrawn at any time by the Supplier.
- 7.7. Any bank charges incurred in transferring payment to the Supplier shall be paid by the Customer.
- 7.8. If the Customer fails to make payment due to the Supplier under the Contract by the due date for payment then the Customer shall pay interest on the overdue amount at the rate of 2% per month of the outstanding amount with a minimum interest charge of £2.50. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.
- 7.9. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights and remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. TERMINATION

- 8.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - 8.1.1. the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 8.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or, if the step is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 8.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.
- 8.2. Without limiting its other rights and remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1.1 to 8.1.3, or if the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3. Without limiting its other rights and remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding invoices and interest.
- 8.5. Termination of the Contract shall not affect any of the parties' rights and remedies accrued as at termination, including the right to claim damages in respect of any breach of this Contract, that existed at or before the date of termination.
- 8.6. Any provision of this Contract that expressly or impliedly is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. LIMITATION OF LIABILITY

- 9.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - 9.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.1.2. fraud or fraudulent misrepresentation;
 - 9.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 9.1.4. defective products under the Consumer Protection Act 1987; or
 - 9.1.5. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2. Subject to clause 9.1:
 - 9.2.1. the Supplier shall in no circumstances whatsoever be liable to the Customer, whether in contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise, for any loss of profit, loss of goodwill, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 9.2.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including, without limitation, negligence), breach of statutory duty, or otherwise, shall in no circumstance exceed 100% of the price of the Goods.

10. EXPORT CONTROL

- 10.1. The Customer shall be responsible for obtaining any required licences or authorisations and shall be responsible for complying with all applicable export laws and regulations. Customer and Supplier shall assist each other as reasonably required in securing any complying with such laws and regulations.

11. FORCE MAJEURE

- 11.1. Neither party shall be in breach of this Contract, nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 14 days, the party not affected may terminate this Contract by giving 7 days written notice to the affected party.

12. GENERAL

12.1. Assignment and other dealings

- 12.1.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the Supplier.

12.2. Confidentiality

12.2.1. Each party undertakes that it shall not at any time during the term of this Contract, and for a period of 2 years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.2.

12.2.2. Each party may disclose the other party's confidential information:

12.2.2.1. to its employees, officers, representatives and advisors (and those of its affiliates) who need to know such information for the purpose of exercising the party's rights or carrying out its obligations in connection with this Contract. Each party shall ensure that those to whom it discloses the other party's confidential information comply with this clause 12.2; and

12.2.2.2. as may be required by law, a court of competent jurisdiction or any government or regulatory authority.

12.2.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

12.3. Entire Agreement

12.3.1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.3.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

12.4. Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.6. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7. Notices

12.7.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

12.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Working Day after transmission (provided that the sender has not received notification that the message was not delivered).

12.7.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8. Third party rights

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.9. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.