

CONDITIONS OF CONTRACT OR WORKS

1. The Supplier will not recognise or be bound by any quotation unless the same be given in writing and shall have been accepted in writing by the customer.
2. Quotations are based on ruling prices of materials and manufacturing costs at the date of quotation and are therefore subject to confirmation at or prior to the date of contract.
3. The Customer shall be deemed to have accepted the goods or services as being in strict accordance with the specific requirements of the Customer unless within seven days from the receipt of goods or services it shall notify the supplier that such goods or services are not in accordance therewith.
4. Where a service is being carried out the aircraft, engine, propeller or component parts thereof shall be at the customer's risk and the supplier shall not be liable for any loss or damage incurred whilst the aircraft, engine, propeller or any component parts are at the supplier's works, unless such loss or damage be caused by the wilful act of the supplier or any employees.
5. If services ordered by the customer have been the subject of a firm quotation from the supplier and further inspection indicates that additional work is necessary, the supplier undertakes to inform the customer and submit a further quotation for the additional work, and will not carry out such additional work without the customer's consent. Should the customer not wish the additional work to be carried out and as a result the original order cannot be completed, the customer shall be liable to pay storage fees until he removes the aircraft, engine, propeller, component and pays for all work carried out in pursuance of the original order.
6. The supplier will make every effort to meet the required delivery date, but will not be held responsible for delays due to bad weather, accident, epidemic, war or civil commotion, spares or other materials not being readily available, labour disputes or shortages, defective machinery, Act of God or any other cause not within the control of the supplier.
7. (a) Payments shall, unless provided otherwise, be due not less than 14 days after despatch of invoice. The supplier reserves the right to seek progress payments where considered just and reasonable.
(b) Where accounts rendered remain unpaid beyond the 14 days or as otherwise agreed, the supplier reserves the right to add interest at 2% per month pro rata for debts outstanding from due date.
8. The supplier reserves the right to charge handling fees on parts supplied by the customer for use on the customer's aircraft, engine, propeller component.
9. On completion of a service an aircraft, engine, propeller component will be stored free of charge for seven days after notice shall have been sent to the customer that it is ready for collection, after which storage fees will be charged.
10. (a) All goods are sold for delivery at the supplier's works. Unless otherwise agreed the cost of delivery from the supplier's works shall be for the customer's account.
(b) Subject to the provisions of clause 4 hereof where any goods are delivered in the supplier's own transport and are damaged or destroyed in transit by the neglect of the supplier's employees, the supplier will at their election repair or replace goods or give credit for the price thereof. The supplier's liability shall not exceed the limits in this sub-clause.
(c) Where delivery is other than in the supplier's own transport the supplier shall not in any circumstances be responsible for the loss, damage or destruction of the goods. The customer should in his own interest give notice to and subsequently claim from the carrier as required by their regulations. A copy of the notice and claim should at the same time be sent to the supplier who (whilst they cannot accept any responsibility) will give the customer any assistance they consider appropriate in connection with any proper claim against the carrier.
11. No goods shall be returned to the supplier without the supplier's prior permission. The supplier reserves the right to test such goods and any cost so incurred together with a restocking charge will be made for the customer's account.
12. No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or services rendered or that they (or in the case of the services rendered the goods to which they relate) will be suitable for any particular purpose or for any operation under any specific conditions notwithstanding that such purpose or conditions may be known to the supplier.
13. Where (otherwise than by reason of delivery pursuant to clause 10 hereof) goods supplied or services rendered by supplier are alleged by the customer to be defective or unsatisfactory they shall not form the subject of any claim for work done by or on behalf of the customer or any loss damage or expense whatsoever arising directly or indirectly from such defects or indirectly from such defects or unsatisfactory work but such goods (or in the case of services rendered the goods to which they relate) if returned always to the provision of the supplier's discretion be either repaired or replaced by the supplier's discretion be either repaired or replaced by the supplier.
14. The title in goods shall not pass from the supplier to the customer until delivery and receipt by the supplier in full of all sums due or owing to the supplier from the customer on any account. Before title has passed to the customer and without prejudice to any of its other rights, the supplier shall have the right to recover and resell the goods or any of them and may enter upon the customer's premises for that purpose.
15. Should the customer alter the goods by subjecting them to any manufacturing process or incorporating them into another article or mixing them in any way, the supplier will retain title to the goods until payment due under all accounts between the supplier and the customer has been made in full.
16. In the event of the sale or hire of the goods by the customer, the customer shall hold the proceeds of such sale or hire on trust for the supplier and the supplier may trace all such proceeds of sale or hire on trust for the supplier and the supplier may trace all such proceeds of sale or hire charges received by the customer through any bank or other account maintained by the customer.
17. Until the supplier has received payment in full for any goods from the customer the supplier shall have a general and specific lien on all the customer's property in the possession or control of the supplier for all monies due to the supplier from the customer.
18. The customer shall indemnify the supplier against all damages, penalties, costs, and expenses to which the supplier may become liable as a result of work done in accordance with the customer's specifications which involve the infringement of any letter patent or registered design.
19. If the customer shall make default in or commit a breach of contract or any of its obligations to the supplier or if any distress or execution shall be levied upon the customer's property or assets or if the customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy shall be presented or made against it or if the customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such companies determines any contract than substituting and upon written notice of such determination being posted to the customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the supplier may otherwise make or exercise.
20. Any variation of these conditions in any document of the customer is inapplicable unless accepted in writing by the supplier.
21. Any notice to be given herein by the supplier to the customer or vice versa may be served by sending the same by prepaid post addressed to the other at its last known business address. Any notice so sent shall be deemed to be served on the date of posting and proving such evidence shall be sufficient to say that the letter containing the same was properly addressed and posted.
22. These conditions and this contract shall be subject to and construed in accordance with English law.
23. No part of this agreement shall confer nor be intended to confer a benefit on any third party for the purposes of the Contracts (Rights of Third Parties) Act 1999 or for any other purpose.

INDEMNITY

The customer hereby indemnities the supplier in respect of each of the following liabilities:

- (1) Loss of or damage to any aircraft, engine, propeller component the property of or under hire charter or loan to or maintained by the customer.
 - (2) Loss or damage caused by any such aircraft, engine, propeller component or caused by any article dropped from any such aircraft, engine, propeller component including in relation to persons loss of life and personal injury.
 - (3) Loss of use of any such aircraft, engine, propeller or component.
- This indemnity shall continue until any liability of the supplier in respect of any loss or damage shall have ceased.