

TERMS AND CONDITIONS OF SALE

DEFINITION

In these Conditions 'The Company' means AVIAMAX LIMITED.

GENERAL

- (i) Unless otherwise agreed in writing by the Company on official notepaper, all quotations are made and orders accepted for goods on the following Conditions of Sale.
- (ii) These Conditions shall override any terms, conditions or warranties stipulated, incorporated or referred to in any document of the Purchaser and all representations, guarantees, warranties or conditions (other than the provisions of Section 12 to 15 of the Sale of Goods Act 1893 as amended by the Supply of Goods (implied Terms) Act, 1973) whether written or oral express or implied (whether by Statute Common Law or otherwise) not appearing in these Conditions are excluded and hereby negated.
- (iii) Where a new customer places an order no contractual obligation will be binding upon the Company until it is in receipt of satisfactory references from sources so designated by the Company.
- (iv) No contractual obligation binding upon the Company shall arise until dispatch of an Acknowledgement of Order Form by the Company to the Purchaser.
- (v) The risk in all goods sold by the Company shall pass to the Purchaser upon delivery thereof. However title to the goods resides with the Company until paid for in full by the Purchaser/Agent.

QUOTATIONS

The Company's prices are quoted 'ex-works, excluding carriage'. All quotations remain valid for a period of 30 days from the date of quotation unless otherwise stated in writing. It is the responsibility of the purchaser to ensure that the dimensions and specifications of products, as show in a quotation, are suitable for their requirements.

TERMS OF PAYMENT

- (a) All prices are strictly nett unless otherwise stated and are exclusive of Value Added Tax or any successor tax thereto (if applicable).
- (b) The price to be charged and invoiced by the Company shall be those ruling at the date of dispatch notwithstanding any prices appearing in any quotation, price list, acknowledgement of order or other document issued by the Company. The Company reserves the right to change any and all prices without notice.
- (c) Payment shall be made to the Company by the end of the month following that in which the goods are invoiced, unless otherwise covered by special agreement.
- (d) The right is reserved by the Company to correct typographical and clerical errors.
- (e) The Purchaser shall not be entitled to withhold or delay payments beyond the date when they fall due by reason of the existence of any unsettled claim or dispute between the Purchaser and the Company or any of its servants Or distributors, insurers or underwriters.
- (f) The Company will exercise its statutory right to claim interest, at 8% over the Bank of England base rate, and compensation for debt recovery costs under late payment legislation if it is not paid according to these terms

CARRIAGE

Carriage will be charged extra unless otherwise stated. Standard delivery is between 07.30 and 17.30 on a standard working day. A standard working day is Monday to Friday, excluding bank holidays. If delivery is required outside of these times, this must be agreed with the Company in advance of dispatch.

DAMAGED GOODS

The Company shall not be liable to replace any goods or any part thereof damaged prior to delivery unless the Purchaser:

- (i) Inspects the goods at the time of delivery and indicates in writing upon the Company's Delivery Advice Note that the goods have been rejected due to damage. A copy of that Delivery Advice Note must be handed to the driver at the time of delivery. A second copy must be sent to the Company within 24 hours or
- (ii) Inspects the goods at the time of delivery and indicates in writing upon the Company's Delivery Advice Note that the goods have been delivered damaged. A copy of that Delivery Advice Note must be handed to the driver at the time of delivery. A second copy must be sent to the Company within 24 hours.
- (iii) In addition to (i) or (i i) above, within 24 hours after the time of delivery notifies the Company and Carrier in writing of such damage with particulars of the damage suffered and returns the damaged goods to the Company in accordance with instructions given by the Company.

The Company's liability shall be limited to replacing the damaged goods.

SHORT DELIVERY

The Company shall not be liable in respect of short delivery except as follows. If the Purchaser:

- (i) Indicates in writing upon the Company's Delivery Advice Note that the goods have been short delivered
- (ii) Within 24 hours after the time of delivery notifies the Company in writing of such short delivery with particulars of the goods under-delivered.

The Company will make up the short delivery by dispatching to the Purchaser free of charge such goods as the Company is satisfied were not delivered. The Company's liability in respect of short delivery shall be limited to goods the Company is satisfied were short delivered.

NON DELIVERY

If goods are not delivered within 7 days from receipt by the Purchaser of notification of dispatch by the Company or receipt of the invoice in respect of such goods, whichever is the earlier, the Purchaser must forthwith notify in writing to the Company. Upon receipt of such notification the company may instigate a search for the missing goods and on being satisfied that such goods have not reached their destination the company will take steps to dispatch goods to replace the non delivered items.

LIABILITY

The Company's liability shall in no circumstances exceed the limits prescribed in these Conditions and the Company shall not be liable to the Purchaser in contract or in tort for any loss or damage direct or indirect consequential or otherwise except as herein provided.

CANCELLATION OR VARIATION OF ORDERS

In the event that the Purchaser purports to cancel or vary any order after an acknowledgement of Order Form relating to such order has been dispatched by the Company. The Purchaser shall pay to the Company such sums as the Company may determine to be the loss of profit and all other costs, charges and expenses incurred by the Company arising out of or connected with such cancellation or variation.

COMPLETION

Any period of time established for dispatch or completion is to commence from the receipt by the Company of a written/oral order and of all the necessary information to enable the Company to proceed with the work. The Company will use all reasonable endeavours to complete orders within a reasonable time scale but will accept no liability for failure to do so unless a specific written guarantee has been given by the Company to dispatch within a specific time.

FORCE MAJEURE

Should completion be delayed by acts of god, lockouts, strikes, fires, accidents, force majeure, civil commotion, war, or any cause beyond the control of the Company (including delay in obtaining raw materials through shortage or advance in price) the Company will be granted such extension of the time as may be reasonable in the circumstances.

RETURNS

If the Purchaser wishes to return or exchange any goods purchased from the Company, the Company may consent in writing **PROVIDED** that the goods are returned in new and unused condition and

- (i) The Purchaser shall pay to the Company a percentage of the cost of the goods returned and shall pay the cost of carriage of the said goods. The percentage is to be agreed in advance with the Company before the goods are returned.
- (ii) This Condition shall not apply to goods made specially for the Purchaser.

MINIMUM ORDER VALUE

The Company operates a minimum order value of £ 75.00 per order. This is subject to variation at the Company's discretion.

VARIATION

Where in these Conditions there is provision for their variation by the agreement in writing of the Company any such agreement shall only be valid if signed by a Director of the Company or such person as he may authorise in writing from time to time.

NOTICES

- (i) Any notice required or permitted to be given by the Purchaser to the Company in accordance with these Conditions of Sale shall be in writing and shall be sufficiently given if delivered by hand or sent by first class recorded delivery or registered post and addressed to the Company at: AVIAMAX LIMITED, The Aviamax Centre, Station Road, Robertsbridge, East Sussex, England TN32 5DG
- (ii) Any such notice is delivered by hand shall be deemed to have been received on the date of delivery and if sent by first class recorded delivery or registered post shall be deemed to have been received and in the case of postal communications when receipt thereof is confirmed by the postal authorities.

LEGAL CONSTRUCTION

The contract between the Company and the Purchaser shall in all respects be construed and operated in conformity with English Law.

EXCEPTIONS

With the following exception, all goods will be supplied subject to the AVIAMAX LIMITED "Conditions of Sale".

- (1) AVIAMAX LIMITED reserves the right to supply goods to the specification and/or design current at the date of dispatch. Requests that goods be supplied as previously supplied cannot be accepted as binding.
- (2) Every effort has been made to ensure that details in our current catalogue and product data sheets are correct, however, they may be subject to variations AVIAMAX LIMITED cannot be held responsible for typographical errors in pricing, literature and quotations.
- (3) Goods shall be subject to batch statistical quality control checks to satisfy their conformity to quality standards.
- (4) All prices are quoted in Pounds Sterling unless stated otherwise, ex-works Robertsbridge excluding VAT. Delivery will be charged extra.
- (5) AVIAMAX LIMITED reserves the right in case of "Force Majeure" to alter pricing at short notice.