

**SPECIALIST AVIATION LIMITED AND HSM AERO LIMITED STANDARD
TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS**

1. Application

The Buyer hereby orders and the Seller, by accepting the purchase order, agrees that it will supply the Goods specified overleaf upon and subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference overleaf to the Seller's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

2. Interpretation

2.1 In these Conditions:-

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"the Buyer"	means Specialist Aviation Limited or HSM Aero Limited – companies registered in England and Wales whose registered offices are at Aerospace Logistics Centre, Fifth Avenue, Letchworth, Hertfordshire, UK, SG6 2TS, and any of their associated companies who are purchasing using these standard terms and conditions of purchase;
"these Conditions"	means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
"the Contract"	means the contract for the sale and purchase of the Goods constituted by the Seller's acceptance of the Order in accordance with these Conditions;
"the Delivery Address"	means the address stated on the Order for delivery of the Goods;
"the Goods"	means the goods (including any instalment of the goods or any part of them) described in the Order;
"the Order"	means the Buyer's purchase order to which these Conditions are annexed;
"the Price"	means the price of the Goods;
"the Seller"	means the person so described in the Order;
"Specification"	includes any plans, drawings, data or other information relating to the Goods; and
"Writing"	includes facsimile, transmission, electronic mail and comparable means of communication.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Basis of Purchase

- 3.1 The Order constitutes an offer by the Buyer to purchase the Goods subject to these Conditions.
- 3.2 The Seller shall accept the Order placed by the Buyer and a binding contract for the supply of the Goods subject to these conditions, shall exist by whichever is the earlier of:-
 - a) the Seller's acceptance of the Order, in writing or orally, subject to these conditions; or
 - b) Delivery of Goods
- 3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Buyer or in any drawings specifications, instructions, tools or other material supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.
- 3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

4. Specification

- 4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 4.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 4.3 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 4.4 The Seller shall not unreasonably refuse to take any steps necessary to comply with any request by the Buyer to inspect or test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and to provide the Buyer with any facilities reasonably required by the Buyer for inspection or testing.
- 4.5 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

5. Price

- 5.1 The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:-
 - a) inclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoices); and
 - b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 5.2 No increase in the Price may be made (whether on account of increased material,

labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

- 5.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

6. Payment

- 6.1 Time for payment shall not be of the essence of the contract.
- 6.2 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

7. Delivery

- 7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 7.2 Where it is agreed in writing that the date of delivery of the Goods is to be specified by the Seller after the placing of the Order, the Seller shall give the Buyer reasonable notice in writing of the specified date.
- 7.3 The time of delivery of the Goods is of the essence of the Contract.
- 7.4 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods.
- 7.5 If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 7.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.
- 7.7 The Seller shall supply the Buyer in good time with any instructions or other information to enable the Buyer to accept delivery of the Goods.
- 7.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 7.9 The Seller acknowledges that the Buyer has a legitimate commercial interest in the Goods being delivered on the due and that the Buyer should have an appropriate remedy if they are not so delivered. Accordingly, if the Goods are not delivered on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has agreed to pay any part of the price in advance of delivery) to claim from the Seller by way of liquidated damages for delay 5 per cent of the Price for every week's per cent of the price, without prejudice to claim any other remedy for any further delay in delivery once that maximum amount of liquidated damages has been reached.

8. Quality

- 8.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavor to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that (subject to the other provisions of these conditions) upon delivery the Goods shall:
- a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - b) be reasonably fit for purpose; and

- c) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Seller.
- 8.3 If any of the Goods do not conform with any of the warranties in condition 8.2 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.
- 8.4 In addition, the Seller must notify the Buyer of any nonconforming product within 24 hours and must obtain organizational approval for nonconforming product disposition.
- 8.5 The Seller must also notify the Buyer of changes in product and/or process, changes of sellers, changes of manufacturing facility location and, where required, to obtain organizational approval, and to flow down to the supply chain the applicable requirements including customer requirements.

9. REACH Compliance

- 9.1 REACH is a European Union regulation concerning the Registration, Evaluation, Authorisation and restriction of chemicals. The Seller shall adhere and comply to REACH legislation.
- 9.2 In the events that the Seller does not conform to REACH compliance and REACH legislation, the Buyer shall reserve the right to terminate the contract upon notice to the Seller without liability, costs or penalty.

10. Rights of Access

- 10.1 The Seller shall allow rights of access to the Buyer and to regulatory authorities to the applicable areas of the facilities, at any level of the supply chain, involved in the Order, and to all applicable records, which shall be kept for a minimum of 25 years by the Seller.

11. Risk and Property

- 11.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract. The onus shall be on the Seller to provide proof that the Goods were safely and successfully delivered to the Buyer at the Buyer's designated location.
- 11.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

12. Assignment

- 12.1 The Buyer may assign the Contract or any part of it to any person, firm or company.
- 12.2 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Buyer.
- 12.3 The Buyer is a member of the group of companies whose holding company is Specialist Aviation Holdings Limited ("SA Group"), and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of SA Group.

13. Warranty

- 13.1 The Seller warrants to the Buyer that the Goods: -
- a) will, both at the time of delivery and for a reasonable period of time thereafter, be of the best available design, quality, material and workmanship and conform in all respects with the Order and Specification supplied or advised by the Buyer to the Seller;
 - b) will be free from defects in design, material and workmanship;
 - c) will correspond with any relevant Specification or sample; and
 - d) will comply with all statutory requirements and regulations relating to the sale of the Goods.

14. Counterfeit Parts/Materials/Equipment

- 14.1 The Seller represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Purchase Order are “suspect/counterfeit parts” and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to the Buyer by the Seller.
- 14.2 “Suspect/counterfeit parts” are parts that may be of new manufacture but are misleadingly labelled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labelling, that are represented as new parts. If Buyer reasonably determines that the Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify the Seller and the Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, the Seller shall be liable for all costs incurred by Buyer in having to analyse and process the counterfeit materials.
- 14.3 In addition, the Buyer may unilaterally terminate this order for Convenience depending on the impact of the delivery of Suspect/Counterfeit parts on the Seller’s overall performance on this order. The Seller’s warranty against suspect/counterfeit parts shall survive any termination or expiration of this Purchase Order.
- 14.4 Suspect/Counterfeit parts will be held in quarantine and not returned to the Seller and will be destroyed after a period of 14 working days. The Seller can review any suspected parts at our premises within the time frame stated.

15. Product Safety

- 15.1 The Seller undertakes to design, manufacture, transport, deliver and sell the parts/materials/equipment in compliance with all applicable statutes, laws, regulations, rules, ordinances, consents, approvals, and any other requirement of any governmental or quasi-governmental entity having jurisdiction where the parts/materials/equipment is to be designed, manufactured, transported, delivered, sold, installed, and operated.
- 15.2 Where required, the Seller will provide full information regarding the use for which the parts/materials/equipment have been designed, and any restrictions and safeguards which should be observed in all stages of its operation. The Seller will provide and fix all warning notices to parts/materials/equipment that may be required by in order to comply with the undertaking set forth in the paragraph immediately above. The Seller will provide adequate safety mechanisms, alarms guarding and protection necessary to protect operating personnel.

16. Ethical Behaviour

- 16.1 The supply of all goods or services to the Buyer will be undertaken in compliance with the following conventions:
- Modern Slavery Act 2015
 - Bribery Act 2010
 - Ethical Trading Initiative Base Code
- 16.2 The Seller will take such steps as are necessary to ascertain that it, and third parties, involved in the supply of goods and services comply with the Buyer's Ethical Behaviour (this paragraph) and shall forthwith notify the Buyer in writing in the event that it becomes aware that this is not the case.
- 16.3 The Seller represents that neither it nor its agents, sub-contractors, connected or associated persons or any person with whom the Seller contracts in connection with the supply of any Goods and Services is and is not involved in, will not become involved in and will ensure that each of its staff, agents, sub-contractors, consultants, connected or associated persons will not engage in or in any way support or facilitate any act, omission or other behaviour which could be considered to constitute bribery or other criminal offence under the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 (as amended) or any other legislation in any jurisdiction relating to bribery, corruption or fraud. In the event that there is any reasonable risk that this representation has, is or may become untrue at any time the Seller will promptly notify the Buyer thereof and take such steps as the Buyer may reasonably require in order to rectify or deal with the situation.
- 16.4 Our organisation reserves the right to require and request evidence from the Seller to ensure that their personnel and employees are aware of:
- a) Their contribution to product or service conformity;
 - b) Their contribution to product safety
 - c) The importance of ethical behaviour

17. Indemnity

- 17.1 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with: -
- a) breach of any warranty given by the Seller in relation to the Goods;
 - b) any claim that the Goods infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other intellectual property rights of any other person;
 - c) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods.
 - d) all claims by the customers of the Buyer (and their sub-buyers) arising out of any breach whatever by the Seller of this contract for sale.

18. Remedies

- 18.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been

accepted by the Buyer:

- a) to rescind the Order;
- b) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- c) at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- d) to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
- e) to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- f) to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

19. Termination

- 19.1 The Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods by giving notice in writing to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods in respect of which the Buyer has exercised its right of cancellation, less the Buyer's reasonable estimate of the Seller's net saving of cost arising from cancellation.
- 19.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:-
- a) the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - c) the Seller ceases or threatens to cease, to carry on business; or
 - d) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

20. Force Majeure

- 20.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 18.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 20.2 Sub-clause 18.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 17.3 Each party shall be liable to pay to the other damages for any breach of this Agreement

and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

17.4 If and when the period of such incapacity exceeds 2 months, then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

21. Communications

21.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax or sent by electronic mail:

- a) (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
- b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Seller set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

21.2 Communications shall be deemed to have been received:

- a) if sent by pre-paid first-class post, two Business Days after posting (exclusive of the day of posting); or
- b) if delivered by hand, on the day of delivery; or
- c) if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

21.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

22. Waiver

No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. Severance

If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

24. Third Party Rights

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

REVISIONS

Issue No.	Date	Changes/Reason
01	12 Jul 2016	
02	27 Jun 2017	Font update + Issue No + Date added to footer for control.
03	30 Apr 2018	Condition 14 (Counterfeit parts) added Condition 15 (Product Safety) added Condition 16 (Ethical Behaviour) added Three references to 'Supplier' changed to 'Seller' for consistency