

Conditions of Sale Flightline Support Limited

1. Definitions

1.1 In these Conditions:

- 1.1.1** "the Company" means Flightline Support Limited
- 1.1.2** "Contracted Goods" means the goods, materials, equipment and services supplied by the Company
- 1.1.3** "Customer" means the person, firm or incorporated organisation entering into contract with the Company for the supply of goods and materials

2. Acceptance of Orders

- 2.1** A contract is formed at the point that the Customer places an order for the Contracted Goods in writing or a verbal order is placed and acknowledged in writing by the Company.
- 2.2** The quantity and description of the Goods shall be as set out in the Company's offer or the Company's acknowledgement of order.
- 2.3** All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures 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 and this is not a sale by sample.
- 2.4** All quotations, tenders, offers and acceptances submitted or made by the Company are subject to the terms and conditions contained herein. In entering into contract with the Company, the Customer shall be deemed to have read, understood and accepted the same and to have agreed to be bound thereby to the exclusion of any representations or statements made prior to contract, any terms of any prior contract or dealing between the parties, and of all other terms and conditions contained in or annexed to the Customer's written order or (insofar as the same can lawfully be excluded) implied by law.

3. Delivery

- 3.1** Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 3.2** Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the contract unless such delay exceeds 180 days.
- 3.3** If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 3.3.1** risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
 - 3.3.2** the Goods shall be deemed to have been delivered; and
 - 3.3.3** the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance calculated as 1% of invoice value for each completed month or part thereof by which delivery is delayed beyond the stated delivery date).

4. Non-delivery

- 4.1** The quantity of any consignment of Contracted Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 4.2** The Company shall not be liable for any non-delivery of the Contracted Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 5 days of the date when the Contracted Goods would in the ordinary course of events have been received.
- 4.3** Any liability of the Company for non-delivery of the Contracted Goods shall be limited to replacing the Contracted Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Contracted Goods.

5. Payment

- 5.1** Time for payment shall be of the essence.
- 5.2** No payment shall be deemed to have been received until the Company has received cleared funds.
- 5.3** All payments payable to the Company under the contract shall become due immediately on its termination despite any other provision.
- 5.4** The Customer shall make all payments due under the contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 5.5** Unless otherwise agreed by a director of the Company in writing, payment of the full invoice price must be made by the Customer within thirty days of the invoice date for the supply of the Contracted Goods. The said period of thirty days or such other period as may be agreed between the Company and the Customer is hereafter referred to as "the Credit Period".
- 5.6** Where Contracted Goods are delivered by instalments, payments shall be made by the Customer for each instalment supplied within thirty days of invoice date for the same.
- 5.7** Should any sums payable by the Customer to the Company pursuant to Clause 5.4 and 5.5 hereof remain unpaid after the expiry of the Credit Period, interest at the rate of one and one half per cent of the unpaid amount per calendar month or part thereof shall at the Company's option be payable by the Customer until payment in full has been made.
- 5.8** All costs incurred by the Company in collecting overdue accounts, including all legal expenses, shall be borne by the Customer.
- 5.9** The Company reserves the right to allocate payments made by the Customer against any outstanding amounts due to the Company regardless of the allocation of the payment specified by the Customer.

6. Reservation of Title

- 6.1** Risk in the Contracted Goods passes to the Customer on delivery.
- 6.2** Title in and ownership of the Contracted Goods shall not pass to the Customer until the Company has been paid in full (in cash or cleared funds) all sums due to the Company in respect of the Contracted Goods and all other sums which are due or become due to the Company from the Customer on any account or matter, including any interest accruing and any to the Company.
- 6.3** The Customer's right to possession of the Contracted Goods shall cease after expiry of the Credit Period the Customer makes any arrangement with arrangement for creditors or if a receiving order is made against the Customer, a receiver or administrative receiver or administrator is appointed, distress or execution is levied or threatened upon any property of the Customer, any judgment against the Customer remains unsatisfied for more than 14 days or a petition for the winding up or bankruptcy of the Customer is presented or if anything analogous to or having a substantially similar effect to any of the events shall occur under the laws of any applicable jurisdiction. The Company may recover and shall be considered to have requested the customer to return all Contracted Goods which have not become the Customer's property and the Customer shall no longer be in possession of them with the Company's consent, without prejudice to any of the Company's written rights and remedies.
- 6.4** Without prejudice to any other obligation that the Customer may have to return the Contracted Goods to the Company, the Customer grants to the Company a right of entry to any premises where the Contracted Goods are being held, exercisable in any of the circumstances noted in clause 6.2 only, for the purpose of collecting the Contracted Goods which have not become the Customer's property.

6.5 The Company may recover from the Customer by way of an action for debt any sum (together with interest thereon) due to the Company in respect of Contracted Goods, although property in them has not passed.

7. Liability

7.1 The Company is not under any Liability to the Customer for any damages or losses, direct or indirect, resulting from defects in any of the Contracted Goods or their packaging or from any act or default of the Company whether negligent or otherwise.

7.2 To the fullest extent permitted under statute and subject to Condition 7.4, the Company excludes any liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

7.3 Subject to Condition 7.4 and only to the extent permitted under statute, the Company's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall under no circumstances exceed the price (excluding VAT) actually paid by the Customer for the Contracted Goods in respect of which such liability arises.

7.4 Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of the Company for fraudulent misrepresentation or for death or personal injury resulting from the negligence of the Company, their employees, agents or subcontractors.

8. Termination of Contract

The Company reserves the right to cancel forthwith any uncompleted order or to suspend delivery if the Customer fails to observe his part of any term of this or any contract with the Company, or if the Company in good faith and on reasonable grounds suspects that the Customer may do so. In such circumstances the full price of goods already delivered together with any sum due or payable on account shall immediately become due and payable without prejudice to any other contractual or statutory remedy which the Company may have against the Customer at law and the Company shall be under no obligation to complete the Contracted Goods.

9. Force Majeure

9.1 The Company shall have no liability in respect of any failure or delay in fulfilling any of the Company's obligations to the extent that fulfilment thereof is prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the Company's reasonable control including without limitation: compliance with any order, regulation, request or control of any national or local authority, government department or other competent authority of any country whether or not legally enforceable; or any delays in or cancellations of deliveries or provision of services by third parties or shortages of any Contracted Goods or their packaging materials or parts or raw materials thereof; or any strikes, lock-outs or trade disputes whether involving the Company's employees, those of a Distributed Label or others, fire, explosion, accident, break-down of plant or machinery, calamity or civil disturbance, action of the elements, national calamity, war, riot or Act of God; or failure in whole or in part of any power or energy supply.

9.2 The Company undertakes however to make every reasonable endeavour within its power to overcome difficulties arising in connection therewith but in the event of shortages of the Contracted Goods or their packaging or of available resources for their production storage or delivery arising from any of the events or circumstances referred to in Condition 9.1, the Company reserves the right to allocate as it may think fit the Contracted Goods and their packaging available and resources between customers with whom it has contractual obligations in respect thereof and shall not be obliged to purchase the Contracted Goods and their packaging from third parties to make good such shortages.

9.3 In the event of any deliveries by the Company being delayed on account of any of the foregoing the agreed period for delivery (if any) shall be correspondingly extended provided that if deliveries are delayed for six months or more the Company may at its option, exercisable by notice in writing to the Customer, either terminate the agreement for sale of the Contracted Goods to which these Conditions apply or elect not to deliver any undelivered Contracted Goods without liability in either case.

10. General

10.1 Any clerical errors or omissions in any quotation, tender or other contractual document submitted or entered into by or on behalf of the Company shall be rectified by the Company on discovery and immediately notified to the Customer. Such errors or omissions shall not be binding on the Company and the rectification thereof shall not invalidate any contract.

10.2 This contract shall in all respects be construed and take effect according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England as appropriate in connection with all disputes arising from the contract.

10.3 Any dispute arising out of this contract, including the construction or interpretation of these terms and conditions shall by agreement of the parties be settled by a single arbitrator appointed by agreement or in default of agreement by the President of the Law Society of England and Wales. The arbitration shall be subject to, and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof or substitution therefore for the time being in force.

10.4 The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

10.5 The Customer hereby undertakes that he has complied with every applicable statute, Order in Council, government regulation or direction, by law or other lawful requirement or instruction of any local or other lawful authority that he has lawfully obtained all necessary licence, permits or authorities that may be required in connection with the installation of the Contracted Goods supplied by the Company.

10.6 The Company may by notice from time to time in writing amend or add to any of these Conditions. Any such addition or amendment will apply to orders placed, and returns requested, after the date of receipt (or deemed receipt) of the notice of change and to that part of all orders that remain unfulfilled at the date of receipt (or deemed receipt) of the notice of change.