

Terms & Conditions

SD AVIATION AIRCRAFT INTERIOR RECYCLING LTD

TERMS AND CONDITIONS OF SD AVIATION LTD

INTERPRETATION

In these conditions:

'Acknowledgement' means the written acknowledgement of an Order.

'Company' means SD Aviation Aircraft Interior Recycling Ltd, Company No. 08848803, having its registered office at Unit 1C, Larkin Industrial Estate, Chesham, Bucks, HP5 1PW

'Contract' means a contract for the supply of Goods identified in an Order

'Purchaser' means the entity with whom the Contract is made.

'Potential Purchaser' means the entity engaged in any negotiations concerning the Services of the Company

'Goods' means any Goods and services identified in the Order.

'Order' means a Purchase Order issued by the Purchaser which is subject to the terms of this agreement.

'Quotation' means a written quotation given by the Company to the Purchaser or Purchaser's agent or representative.

'Negotiations' means any discussions between the Purchaser and the Company in connection with the Services of the Company

'Services' means all services provided by the Company which may be varied from time to time

'Writing' and 'written' shall include facsimile and email transmissions.

1. NEGOTIATIONS

All Negotiations between the Company and the Purchaser or Potential Purchaser are in strict commercial confidence between the parties. Both the Company and the Purchaser agree not to disclose to any third party:

- (a) any information obtained during Negotiations, including details of the nature, content or subject of the Negotiations; or
- (b) any information not forming part of the Negotiations but which was acquired generally during discussions; or
- (c) any information that might potentially be of interest or value to a third party

save that which already exists in the Public Domain.

2. FORMATION OF CONTRACT

a) All Quotations (and variations thereof), Acknowledgements, and Negotiations between a Purchaser or Prospective Purchaser shall be deemed to include these Conditions.

b) The Quotation is an invitation to entreat and the Company has a right to vary such Quotation until such time as the Contract is made.

c) The Contract shall not come into effect until the Company has accepted it in the prescribed written form

d) Anything stated in any Order or communication by the Purchaser or Prospective Purchaser which purports to vary these terms and conditions shall have no effect unless accepted by the Company in writing.

e) Cancellation of any Contract by the Purchaser or breach of these terms and conditions by a Purchaser or Prospective Purchaser will entitle the Company to compensation and the Purchaser or Prospective Purchaser shall indemnify the Company against all losses (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses paid or incurred or sustained by the Company as a result of any such cancellation of the Contract or breach of these terms and conditions.

f) No variation to these terms and conditions shall be effective unless made in writing and signed by an authorised officer of the Company.

g) Employees of the Company (other than Directors) are not authorised to make oral representations as to the description quality or fitness for any particular purpose of any Services or Goods offered by the Company. The Purchaser agrees to using his own skill and judgement in terms of the suitability of such Services or Goods offered by the Company and which the Company agrees in writing to perform. The Company will not be liable for any representation(s) falling outwith any such written agreement unless forming part thereof and signed in writing by an authorised officer of the Company.

h) All descriptions illustrations specifications drawings and other data and information:

i) contained in the Company's website or otherwise catalogues, price lists and other advertisement material, are intended as a guide or invitation to treat and shall not form part of any Contract or constitute a representation by the Company unless agreed in writing.

ii) (including the copyrights design rights and all other intellectual property rights comprised therein) prepared by the Company shall remain the property of the Company and shall be returned to it by the Purchaser or Prospective Purchaser on demand. All such copyright material and all other information and 'knowhow' whenever supplied shall be at all times treated by the Purchaser or Prospective Purchaser as confidential and shall not without the consent of the Company be used or disclosed to any third party.

3. PRICES AND PAYMENT

- a) Unless otherwise stated in the Quotation or Acknowledgement all prices are the net price of the Goods excluding VAT unpacked ex-works and do not include packaging insurance delivery or installation.
- b) The Company shall be entitled to vary the price of any Services or Goods without prior notice or to vary the price arising from changes to import or export duties or tariffs.
- c) Where carriage packing or other charges are stated separately from the price of the Goods they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price and shall be treated as such.
- d) Unless otherwise stated in the Quotation or Acknowledgement all prices are Pounds Sterling and payable in full within thirty days of the date of the Company's invoice. The time of payment of the price shall be of the essence of the Contract.
- e) Any cost of clearing or discounting cheques, bills of exchange, bank giro payments or any other negotiable instruments shall be payable by the Purchaser.
- f) Without prejudice to its rights to claim damages the Company shall be entitled (without any or prior notification) to charge Statutory Interest in respect of overdue payments at the prevailing rate of interest.
- g) The Purchaser shall not be entitled to withhold payment or off-set any amount payable under the Contract arising from any disputed claim for faulty Goods or Services or any other alleged breach of contract..
- h) The Purchaser will pay to the Company all additional costs charges and expenses which the Company pays incurs or sustains in respect of or otherwise connected with the variation delay or suspension of the Contract (including any variations in the specifications) arising from any request to act or omission of the Purchaser or any employee agent or contractor of the Purchaser or by reason of any other circumstances for which the Company is not wholly responsible.

4. CANCELLATION AND SUSPENSION OF THE CONTRACT

Without prejudice to any other right or remedy available to the Company in any of the following circumstances the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Company and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

- a) The Purchaser being in breach of any of its obligations under the Contract or any other Contract between the Purchaser and the Company;
- b) The Purchaser ceasing or threatening to cease to carry on business;

c) The Purchaser becoming bankrupt going into liquidation having a receiver administrative receiver or administrator appointed over any of its property or assets or being otherwise insolvent;

d) The Company reasonably apprehending that any of the circumstances set out in Paragraphs 4b) or 4c) are likely to occur and notifies the Purchaser accordingly.

5. TITLE

a) Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions

i) The property in the Goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the Goods whether or not the Goods have been fitted to an aircraft.

ii) Further to sub-paragraph 5a) i) the property in the Goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of all sums due to the Company on any account.

b) Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Purchaser and third parties and properly stored protected and insured and identified as the Company's property. Until that time subject to the provisions of Paragraph 5c) the Purchaser shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Purchaser and third parties and in the case of tangible proceeds properly stored protected and insured.

c) Until the Company has received in cash or cleared funds payment in full of the price of the Goods the Purchaser shall not be entitled to dispose of any property in the Goods (by sale or otherwise) to the holding company of the Purchaser or to any subsidiary of the Purchaser or of any such holding company.

d) Until such time as the property in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Purchaser to deliver up the Goods to the Company and if the Purchaser fails to do so forthwith to enter upon any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods.

e) The Company shall be entitled to appropriate as it thinks fit any payment received from the Purchaser to any debt outstanding in respect of the Contract or any other contract between the Company and the Purchaser notwithstanding any purported appropriation by the Purchaser to the contrary.

6. DELIVERY

a) Whilst the Company shall use all reasonable endeavours to meet delivery dates they are approximate only. A delay in delivery shall not constitute a breach of contract and shall not entitle the Purchaser to avoid the Contract or to any other remedy.

b) Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

c) The Company shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

7. RISK

Risk or damage to or loss of the Goods shall pass to the Purchaser at the time of delivery or if the Purchaser wrongfully fails to take delivery of the Goods at the time the Company tenders delivery of the Goods.

8. LIABILITY

a) The Purchaser expressly holds itself out as making the contract in the course of a business.

b) Except to the extent expressly provided in these Conditions all warranties statements terms and conditions or undertakings which may be implied by statute common law custom of the trade or otherwise are hereby excluded.

c) The Company does not exclude liability for death or personal injury resulting from its negligence or that of its employees.

d) The Company will not be liable to the Purchaser for any

i) direct loss damage or injury; and/or

ii) indirect consequential or special loss damage or injury (including but without limitation financial loss, loss of profits, loss of business or contracts loss of operating time or loss of use) whether foreseeable or not to the Purchaser or to the Purchaser's property howsoever or whenever arising whether by reason of any representation or any implied warranty condition or other term or duty at common law or under statute or under the express terms of the Contract (and whether caused by negligence of the Company or otherwise) or otherwise in respect of or in connection with the supply against or their use or resale by the Purchaser except to the extent expressly provided in these Conditions:

e) the quantity of the Goods printed upon the Company's advice/dispatch note shall be final unless the Purchaser shall have given written notice of any discrepancy in quantity within seven days after receipt of the Goods and has thereafter given the Company a reasonable opportunity of witnessing a verification of the Goods before they have been used processed or sold.

f) The Company is concerned to ensure that the price of the Goods remains competitive and taking into account the fact that the extent of the damage that might be caused or alleged to be caused to the Purchaser is disproportionate to the amount that can be reasonably charged (and is charged) by the Company to the Purchaser this must necessarily involve the incorporation of the terms and conditions set out in this Condition 9.

9. PROPER LAW

The Contract shall be deemed to be made in England and the construction validity and performance of the Contract shall be interpreted in all respects by the laws of England.

10. INDEMNITY

The Purchaser shall indemnify and keep the Company indemnified from and against any liability of any kind to any third party howsoever arising (whether in contract tort or otherwise and including but not limited to, liability arising from the negligence of the Company or from the negligence of any person for whom the Company is vicariously liable) in respect of or in connection with:

a) any defect in the Goods; and/or

b) any loss injury or damage of any kind (whether direct indirect or otherwise and including but not limited to any loss of profit and/or any incidental consequential or special loss or damage of any description) arising out of in respect of or in connection with the installation or supply of Goods or their use or resale; and/or

c) any claim for infringement of any patent copyright design right trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Purchaser's designs drawings specifications tooling or Goods.

11. WAIVER

The rights of the Company or the Purchaser shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

12. SEVERANCE

In the event of any of the words provisions terms and/or Conditions herein contained being unenforceable or void for any reason whatsoever each word provision term or Condition (including any paragraph or sub paragraph herein contained) shall be deemed to be severable from the remaining words provisions terms or Conditions and such remaining words provisions terms or Conditions shall remain in full force and effect.

12. LEGAL EFFECT

The headings to these Conditions are for convenience only and shall not affect their construction. In the event that any clause within this agreement is found to be unlawful or unenforceable by a

competent legal authority then the remaining clauses will remain enforceable and have full legal effect.

1 June 2014