

These Sales Terms and Conditions ("**Terms**") set out the terms and conditions on which Allaero Limited, a company registered in England and Wales with company number 02326932 and having its trading address at Hawker House, Link 10, Napier Way, Crawley, West Sussex, RH10 9RA ("**Allaero**", "**we**", "**us**", "**our**") shall supply you, the person named in correspondence with these Terms or in the Quotation referred to below ("**Client**" or "**you**") with Products (as defined below). By placing an order and/or making any payment to Allaero in accordance with these Terms, you hereby agree to enter into a contract and be bound by the Terms herein and no others. No purported imposition of any other terms before or after the date of formation of our contract will apply (including your purchasing terms even if referred to in general documentation) unless expressly agreed in writing by both you and us.

CONDITIONS OF SALE

1. Order Process

On receipt of an enquiry from you, Allaero may provide a quotation setting out the proposed goods to be provided to you and the applicable charges ("**Quotation**") based on the information provided to us by you. The Quotation shall not be considered an offer by us to you, nor shall it be binding on either party. It is your responsibility to ensure that you fully understand the contents of the Quotation and that its description of the Products is correct, full and accurate. If the Quotation is incorrect in any manner, you should contact us to ensure that a correct and agreed form of Quotation exists. Then, once all elements of the Quotation are agreed, you may place an order based on that agreed Quotation ("**Order**") in writing or by email to us referring to that Quotation. You acknowledge and agree that such Order must be complete, full, accurate, up-to-date and includes all information required by Allaero, including but not limited to the agreed Quotation's reference number, details of any exchange part, where relevant and what Incoterms 2010 apply. This Order shall be deemed to be an offer by you to Allaero to purchase Products specified subject to these Terms and no others.

Allaero is not obliged to accept your Order. If Allaero refuses the Order, Allaero may send you a Quotation setting out alternative terms and pricing. If Allaero accepts the Order it shall notify you and issue you with an invoice on the basis of such Order ("**Invoice**"). The contract between you and us will only be formed at the time when Allaero send you the Invoice which is Allaero's and your acceptance of these Terms and the agreed Quotation (and nothing else) which apply, together which constitute the **Contract** between us and you. The price of Products is subject to change at any time until the Contract is formed and you will be notified if there is a price change and an amendment to the Quotation and Order. Thereafter the price shall not be varied.

You acknowledge and agree that a Contract is complete and accurate and is legally binding on you.

You acknowledge and agree that a Contract or any part of it (such as in the Quotation) is final and cannot be altered without our written agreement.

2. Products

In consideration for the payment of the charges and prices of Products and Exchange services set out in the Invoice part of the Contract ("**Charges**") and subject to these Terms, Allaero shall provide the Client those products described in the Quotation part of the Contract ("**Products**"). Allaero gives you no warranty that the description of the Products you Order was correct as that is entirely your responsibility. Allaero shall use reasonable skill and care in the provision of the Products in accordance with the Terms herein.

3. Exchange Programme

Allaero Limited may offer an exchange programme for certain Products to you at its sole discretion. In the event that a Products exchange programme is offered, Allaero Limited will provide you with a Quotation setting out the proposed Products to be provided to you in exchange for the specified goods you are exchanging ("**Goods**") and the applicable Allaero Charges for the exchange, which will be based on the information provided by you.

Exchange items are supplied correct to part number. Any parts remaining after fitting i.e. Terminal covers, hardware, brackets, clamps etc. must be returned with the core. Component cores returned incomplete will be subject to additional billing for any missing parts.

The **Standard Exchange** price provided in the Quotation will cover all costs associated with the routine overhaul/repair of the component Goods concerned. Additional Charges are payable by you if the exchange Goods requires additional work above that of a normal overhaul/repair. Such additional Charges consist of, but are not limited to, replacement of missing items, additional rework or salvage costs, replacement of life limited parts, and modification costs to bring the core component Goods to the same and/or mandatory standard of the component supplied by Allaero. The combined cost of the exchange and additional charges will not exceed the current Manufacturers List Price for such Goods.

Flat Rate Exchange transactions in a Quotation are a single price payable by you with no additional charges provided that the returned component core Goods:

- Is of the same part number and modification status as the part originally supplied;

- Is economically repairable at less than 55% of the cost of a new equivalent replacement part from the same manufacturer as the Goods;
- Is complete with no missing or unauthorised parts;
- Has no missing or incomplete identification or data tags;
- Has not been previously disassembled or sent for evaluation by a repair facility;
- Has not been subject to accident, incident, fire, flood or mishandling; and
- Has in Allaero's opinion, in the case of life limited components, at least one complete overhaul life remaining.

Flat Rate Exchange component core returns in a Quotation will be subject to additional Charges which will be payable by you should they be found not to comply with the conditions listed above or otherwise supplied to you by us. For the purpose of clarity, should there be additional Charges they will be levied at cost. The component core Goods will be deemed to be beyond economical repair when the cost to repair exceeds 55% of the value of those Goods when sold and charged as Products as described in the Quotation.

Exchange (Cost +) transactions in a Quotation generates two Allaero invoices, both of which shall be paid by you. The first invoice is for the supply by us of an exchanged component in serviceable condition. The second invoice is for Allaero's charges for bringing the returned core component Goods to an airworthy state and in at least the same condition as the component we supply in exchange to you, including mandatory modification, reworks, replacement parts and freight. All such Charges are agreed and to be paid by you.

Rental Transaction Charges are for your use of a specified component Product provided by us which is Charged per month or part thereof. The Charge is invoiced monthly for the period between despatch and receipt of the specified component Product. All costs, expenses, importation or exportation charges (including freight costs) for the recertification to airworthiness condition of the specified component Product after the rental period is completed will be additional Charges that you agree to pay.

The Quotation shall not be considered an offer, nor shall it be binding on either party. It is your responsibility to ensure that you fully understand the conditions of the Quotation and that you agree the details and descriptions of the Exchange concerned are correct, full and accurate. If the Quotation is incorrect in any manner, you should contact us to ensure that a correct and agreed form of Quotation exists. Then, once all the elements of the Quotation are agreed, you may place an order based on the Quotation ("**Exchange Order**") in writing or by email to us, referring to that Quotation. You acknowledge and agree that your Exchange Order must be complete, accurate, up-to-date and includes all information reasonably required by Allaero Limited, including but not limited to full details of the Exchanged Goods including the part number and manufacturer and the Quotation reference number and what Incoterms 2010 apply. Your Exchange Order shall be deemed to be an offer by you to Allaero Limited subject to these Terms and no others.

Allaero is not obliged to accept your Exchange Order. If Allaero refuses the Exchange Order, Allaero may send you a Quotation setting out alternative terms and pricing. If Allaero accepts the Exchange Order it shall issue you with an invoice on the basis of such Exchange Order ("**Invoice**"). The Exchange Invoice and any Exchange Order and/or Quotation on which it is based shall together comprise an Contract to which clauses 4 and 5 of these Terms are agreed to apply.

You acknowledge and agree that an accepted Exchange Order Contract is complete and accurate and is legally binding on you. You acknowledge and agree that an Accepted Exchange Order is final, binding and cannot be altered without our written agreement.

If you have purchased goods as part of a Component Exchange Quotation then you shall ensure that the return core component must be received by Allaero within the time period specified on the Component Exchange Quotation. In addition, we require full trace to the aircraft that the core was removed from, the reason for removal as well as component life for certain part numbers. In the event that the Exchange Goods are not provided within such period, Allaero reserves the right to Charge 10% of the OEM sale price of the Goods concerned per month until such time that the Exchange Goods are received by Allaero.

The Exchange Goods shall be sent to Allaero at the Client's own cost and risk and, wherever possible, shall be sent in its transit packaging.

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If, following receipt of the Exchange Goods, Allaero believes, acting reasonably, that the initial cost of a repair or overhaul of the Exchange Goods (as set out in the Exchange Invoice) is insufficient for the purpose of bringing the Exchange Goods up to Allaero's required standard, you agree that Allaero shall have the right at its sole discretion to send you a supplemental Invoice for the additional Charges incurred and you will pay such Charges. For the avoidance of doubt, the total amount payable by you in respect of any Goods supplied as part of an accepted Exchange Order Contract (including the actual price and any costs of repair or overhaul of the Exchange Goods Charged by Allaero) will not exceed the OEM sale price.

Allaero also reserves the right to send a supplemental invoice to you in respect of any Charges reasonably incurred in relation to the Exchange Goods, including but not limited to freight charges and duties and you agree to pay such Charges.

4. Quality

Allaero warrant that any serviceable Product(s) will conform in all material respects to the specification for them set out or described in the Quotation for the warranty period specified therein ("**Warranty Period**") and shall be free from material defects in materials and workmanship. All other warranties and implied terms relating to quality are hereby excluded insofar as permitted by law. The Warranty Period of any part offered for sale by Allaero is detailed in the Quotation. The Warranty Period will commence on the day of despatch of the Products Purchased or Exchanged. For clarity the Warranty Period is described in calendar days and not working days.

Product supplied fully serviceable. Should additional testing be required prior to the fitment then OEM test procedures must be adhered to in order to prevent damage. The use of unauthorised procedures and/or equipment can damage the part and lead to subsequent rejected warranty claims.

Allaero shall have the choice to either repair or replace non-conforming Products. In the case of repairing any defective Products, such Products will first be evaluated by Allaero and if it concludes, acting reasonably, that such Products are not in accordance with the specification in the applicable Quotation or is otherwise defective and it was returned within their particular Warranty Period and criteria, such Products will be then be repaired free of charge on an urgent basis. If however such Products were returned outside their particular Warranty Period or criteria, then Allaero shall Charge for its cost of repair of the Products to serviceability and the Client agrees to pay those Charges. In the event that as an alternative you elect to have a replacement Product rather than a repair, then such replacement will be treated as a new Order and as a separate Contract and will require a new Quotation to be supplied and agreed.

Should a replacement Quotation be agreed and accepted and a fresh Order or Contract be put in place, then credit against the original invoice in respect of the amount paid for the non-conforming Product will be provided. The amount of credit supplied will be determined once the non-conforming Product has undergone Allaero's warranty evaluation. If the Product warranty claim is accepted by Allaero then credit will be issued to the Client which will be proportionate to the length of Warranty Period remaining on the original Quotation. Should the warranty claim not be accepted by Allaero, then the cost of repairing the non-conforming Product will be deducted from the original Invoice and credit given for the balance of the Warranty Period in the original Quotation. In the case that the repair exceeds the original Quotation sale price, an additional Invoice for the balance will be issued.

Subject to Allaero's right to adjudicate any warranty claim, if you give notice in writing to Allaero by completing the relevant **Returned Material Authorisation** (RMA) form during the Warranty Period, within 15 days of discovery and notifying Allaero that some or all of the Products do not comply with the warranty set out above, Allaero shall be given a reasonable opportunity of examining such Products and you shall (if asked to do so by Allaero) return such Products to our place of business, whereupon Allaero shall, at our option, repair or replace the defective Products, or provide credit in respect of the amount paid for the Products, the amount of which will be proportionate to the length of Warranty Period remaining. Where (in the case of new Products) the manufacturer provides a warranty that exceeds Allaero's Warranty Period, then Allaero will extend its Warranty Period to the day before the expiry of such manufacturer's warranty claim period.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE RIGHT OR REMEDY AND OUR EXCLUSIVE AND ONLY LIABILITY IN RESPECT OF ANY DEFECT IN DESIGN, MATERIAL OR WORKMANSHIP IN RELATION TO THE PRODUCTS IS LIMITED TO, AT ALLAERO'S OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCT, OR THE PROVISION OF CREDIT IN RESPECT OF THE AMOUNT PAID FOR THE PRODUCTS IN QUESTION IN THE CONTRACT, THE AMOUNT OF WHICH WILL BE PROPORTIONATE TO THE LENGTH OF WARRANTY PERIOD REMAINING.

We shall, at our option, bear the reasonable delivery costs incurred by

you in returning the defective or damaged Product to us up to a maximum of \$50.00 on accepted warranty claims.

Allaero shall not be liable for the Products' failure to conform with the warranty set out above in any of the following events: you make any further use of such Products after such non-conformity was discovered; or the non-conformity arises because you fail to follow our (or the Products' manufacturer's) oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Products or (if there are none) good trade practice regarding the same; or the non-conformity arises as a result of us following any drawing, design, instruction or specification supplied by you; or you alter or attempt to repair such Products without our prior written consent including, but not limited to, breaking warranty void seals, disturbing locking wire or disassembling the goods; or the non-conformity arises as a result of fair wear and tear, wilful damage, accident, negligence by you or by any third party, or abnormal storage or working conditions; or the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirement; or if the Product is damaged as the result of another component in the aircraft being faulty; or if the identification mark, name or serial number has been removed from the Product.

Warranty claims will be adjudicated by Allaero using investigation reports where necessary from the Product's manufacturer or repairer. Any decision made by Allaero Limited in respect of any warranty claim is final.

The terms implied by clauses 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

No warranty is given or implied by Allaero that any Products will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to Allaero. It is your responsibility to ensure that the goods are suitable for the particular purpose you wish to use it for or for use under any specific conditions and the Seller shall not be liable for any failure of the Products to operate in such use or environment.

5. Limits of Allaero's liability

SUBJECT TO ALLAERO HAVING THE OPTION TO REPAIR OR REPLACE PRODUCTS NOT COMPLYING WITH THE SPECIFICATION IN THE QUOTATION (DEFINED BELOW) AS DESCRIBED IN CLAUSE 4 ABOVE, AND SUBJECT TO THE SECOND PARAGRAPH OF THIS CLAUSE, THIS CLAUSE 5 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF ALLAERO TO THE CLIENT IN RESPECT OF ANY BREACH OF THE CONTRACT, BREACH OF ANY STATUTORY DUTY, ANY USE MADE OR RESALE OF PRODUCTS BY THE CLIENT (OR OF ANY PRODUCT WHICH INCORPORATES THE PRODUCTS) AND ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THE CONTRACT. ALL WARRANTIES AND CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED FROM THE CONTRACT TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTHING IN THIS CLAUSE OR THIS CONTRACT SHALL EXCLUDE EITHER PARTY'S LIABILITY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR BREACH OF IMPLIED TERMS AS TO TITLE.

SUBJECT TO THE SECOND PARAGRAPH OF THIS CLAUSE 5, THE AGGREGATE LIABILITY OF ALLAERO ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT WILL BE LIMITED TO A) IN THE CASE OF LOSS OF OR DAMAGE TO THE PRODUCTS THE LESSER OF I) THE CHARGES PAID OR PAYABLE UNDER THE CONTRACT, II) THE AMOUNT OF LOSS OR DAMAGE SUSTAINED, AND III) THE COST OF REPLACEMENT OR REPAIR OF THE PRODUCTS AS DESCRIBED IN CLAUSE 3 IN RESPECT OF ANY ONE CLAIM OR SERIES OF CLAIMS ARISING FROM ONE CAUSE.

WITHOUT PREJUDICE TO THE SECOND PARAGRAPH OF THIS CLAUSE 5, ALLAERO SHALL NOT BE LIABLE TO THE CLIENT ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, WHETHER FOR BREACH OF CONTRACT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR MISREPRESENTATION FOR A) ANY LOSS OF OR DAMAGE TO I) PROFIT, II) SAVINGS; III) REVENUE; IV) DATA, V) CONTRACT, VI) GOODWILL, OR VII) BUSINESS; OR B) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, IN EACH CASE HOWSOEVER CAUSED OR ARISING.

ALLAERO SHALL NOT IN ANY WAY BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY IN PROVIDING THE PRODUCTS CAUSED BY OR ARISING FROM THE CLIENT'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THESE TERMS AND IN THE EVENT OF SUCH FAILURE, THE TIME FOR PERFORMANCE OF ALLAERO'S OBLIGATIONS UNDER THESE TERMS SHALL BE EXTENDED BY AN EQUIVALENT PERIOD OF TIME.

THE CLIENT ACKNOWLEDGES THAT THE CHARGES FOR PRODUCTS PROVIDED UNDER THE CONTRACT HAVE BEEN FREELY NEGOTIATED AND REFLECT THE LIMITATIONS ON ALLAERO'S LIABILITY CONTAINED IN CLAUSES 4 AND 5 AND THAT IN THE CIRCUMSTANCES SUCH EXCLUSIONS AND LIMITATIONS ARE REASONABLE.

Allaero do not represent or warrant that the Products made available

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for purchase are appropriate or lawful for use or sale in locations outside the United Kingdom, or that the Products and/or the delivery thereof comply with any legal or regulatory requirements of any applicable local law of the location in which you are currently situated.

6. Charges, Payments and Credit Facility

The price of the Products and our delivery Charges will be in accordance with the Contract, except in cases of obvious error or omission ("Price"). The Charges and all other sums owed shall become due and payable on the date of the Invoice. If you fail to pay the Charges and all other sums owed within 30 days of receiving the Invoice, Allaero shall be entitled to, without prejudice to any other right or remedy (i) withhold delivery of the Products until such time as all outstanding sums are paid; and/or (ii) charge you interest on the amount outstanding on a daily basis at the rate of 8% per annum above the base rate of the Bank of England from time to time in force, such interest to be calculated from the due date for payment thereof to the date of actual payment. Interest shall compound monthly into the outstanding principal sum.

Payment of the Charges shall be in full and without discount, deduction, set-off or counterclaim of any kind. All Charges hereunder are exclusive of any applicable value added taxes and any other applicable taxes or charges of any nature whatsoever, which will be added onto the invoice and shall be payable by you in accordance with the law applicable from time to time.

If the Price of the Products you have ordered is less than \$30.00 an administrative charge of \$30.00 will be payable in addition to the Price and you agree to pay it.

All Charges associated with a wire transaction should be prepaid by you. In the event that such wire transaction charges are not prepaid, \$40.00 will be Charged to you for each transaction in addition to the Price and you agree to pay it.

Unless otherwise expressly set out to the contrary in the Contract, the cost of delivery of the Products and any other reasonable expenses reasonably incurred by Allaero in the performance of its obligations herein shall be borne and paid by the Client.

In the event that delivery of the Product is to an address outside the United Kingdom, Allaero shall not be responsible for any additional taxes and charges due including but not limited to importation taxes, sales taxes and any other taxes and charges that may be levied at the delivery destination. All such taxes and other imposed costs shall be paid by the Client as Charges and Allaero will not be responsible for any delay in delivery due to the non-payment thereof.

We may use third party payment handlers to process your payment and you agree that you have given Allaero permission to do so as it in its sole discretion wishes.

Allaero Limited may provide a credit facility to you at its sole discretion.

In the event that we provide a credit facility to you, you agree to pay all Invoices issued by us within 28 days of the date specified upon the relevant Invoice. You shall comply with this provision at all times unless otherwise agreed in advance in writing with us. Unpaid Invoices for Products that are subject to warranty claims by you are still due payment and are to be paid on time and within the credit terms offered by Allaero Limited to you.

In the event that you do not make payment in accordance with the terms of an Invoice and this clause, Allaero reserve the right to withdraw the credit facility forthwith and charge interest on outstanding invoices at a rate of 8% per annum above the base rate of the Bank of England from time to time in force, such interest to be calculated from the due date for payment thereof to the date of actual payment. Interest shall compound monthly into the outstanding principal sum.

Contracts which involve special orders placed with Allaero's supplier on your behalf as your agent shall be only terminated if Allaero can, in turn, cancel the order on that supplier. In such cases you will be liable to reimburse Allaero for all expenses incurred in the placing and cancellation of the order plus a 15% cancellation fee. In the event such supplier contract is not terminable or is only terminable upon proper payment of certain fees, then if Allaero cancel or terminate it then the Client shall indemnify Allaero from and against all costs, claim, demands, expenses, payments and proceedings arising from such cancellation or termination by Allaero.

7. Deliveries

Allaero will outline the delivery details that will apply in the relevant accepted Order. EXW Incoterms 2010 shall apply unless otherwise stated in the Quotation. Time of delivery is given as accurately as possible but time shall not be of the essence in relation to delivery dates and time and is not the subject of any condition, warranty or representation.

Occasionally, our delivery to you may be affected by an Event Outside Our Control (see below clause 15).

Delivery of an Order shall be completed, when your nominated carrier is ready to load the Products onto his mode of transportation at our premises. The Products will be at your risk and your responsibility and liability from that moment in time as per EXW Incoterms 2010. Allaero Limited shall not be liable for any damage, loss or destruction of the Products that occurs after such delivery has been completed.

You shall notify us of any shortages in the delivery within 5 (five) working days of receipt of the Products and failure to do so is agreed to be acceptance of the delivery complete and in full.

In the event that you request for the Products to be dispatched outside of normal office hours (08:30-17:30), a service Charge of \$150.00 per shipment will be payable in addition to the Price, which you agree to pay.

In the event that the Products require delivery in packing crates, you will be charged for the cost of the crates in addition to the Price, which you agree to pay. You will be credited the cost of the crates if you return them to us in good condition at your own expense within 30 days after delivery of the Products as described above.

8. Title and Risk

The risk in the Products shall pass to you on completion of delivery. Title to the Products shall not pass to you until the earlier of a) we receive payment in full (in cash or cleared funds) for the Products and any other Products that Allaero have supplied to you in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; or b) you resell the Products, in which case title to the Products shall pass to you at the time specified below.

Until title to the Products has passed to you, you shall: store the Products separately from all other goods held by you so that they remain readily identifiable as Allaero's property; not remove, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured against all risks for their full price paid to Allaero Limited from the date of delivery; notify Allaero immediately if you become subject to any of the events listed in the clause 11 below; and give us such information relating to the Products as we may require from time to time.

Subject to the clause below, you may resell or use the Products in the ordinary course of business (but not otherwise) before Allaero receive payment for the Products. However, if you resell the Products before that time you do so as principal and not as our agent and Title to the Products shall pass from Allaero to you immediately before the time at which resale by you occurs.

If before title to the Products passes to you and you become subject to any of the events listed in clause 10, then, without limiting any other right or remedy Allaero may have, Your right to resell the Products or use them in the ordinary course of your business ceases immediately and we may at any time require you to deliver up all Products in your possession which have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, enter any premises belonging to you or of any third party where the Products are stored in order to recover them.

9. Cancellation and Returns

If you wish to cancel a Contract before any Products in it are dispatched there will be no charge. If the cancellation is made within 15 days after any of the Products have been despatched there will be restocking charges.

Allaero will approve a cancellation at its sole discretion and reserves the right to seek reimbursement of any expenses incurred in respect of the Contract and charge a cancellation fee of 15% of the Price and any applicable charges.

If you wish to return a Product, you must complete and send to us a Returned Material Authorisation Form. If the part was ordered and despatched correctly from stock, and subsequently returned unused within 15 days of its despatch to/collection by you, then full credit will be issued less shipping charges. Full credit less 15% handling and shipping (if applicable) will be issued for parts received unused and still in their original wrapping over 15 days but under 30 days. No credit will be issued for items returned unused after 31 days we will advise you in respect of your return of the Product including without limitation regarding the return delivery or collection of the Product.

Allaero may, at its sole discretion, offer credit to you for the Price of the Product if you wish to return it, subject always that the Product is returned in the condition that it was provided to you. Allaero Limited reserves the right to charge a restocking fee for Products that are returned for credit.

In the event that the Product is not returned in the condition that it was provided to you, Allaero will offer credit for a proportion of the Price of the Product which will be determined at our sole discretion and may include additional charges.

You shall bear all costs associated with the return and/or collection of the Product.

10. Orders for Delivery outside the United Kingdom

If you place an Order from a location outside the United Kingdom and for delivery outside the United Kingdom, you shall be liable for complying with all applicable local laws and shall indemnify Allaero from and against all such costs, claims, damages, expenses and proceedings (including costs) incurred by or sustained against Allaero in relation to such matters. EXW Incoterms shall apply unless otherwise agreed.

You acknowledge and agree that due to the various systems of delivery services outside the United Kingdom and as under EXW Incoterms 2010 you are responsible for delivery and risk after collection. Allaero will only in some cases be able to confirm that your Order has been delivered to the designated country of the address set out in the Quotation. Allaero shall have no control whatsoever in respect of your collection/delivery services and therefore Allaero do not represent or warrant that your Order shall be collected/delivered within a particular timescale, in the form in which it was originally packaged and delivered by Allaero or at all.

If you order Products for delivery outside the United Kingdom, after collection you may be subject to import duties and taxes which are levied upon the delivery of such Products to the specified address. As stated, you shall be solely responsible for payment of any such import duties and taxes and shall indemnify Allaero from and against all such matters (including costs incurred) incurred by or sustained against Allaero in executing the Contract. We have no control whatsoever in respect of your collection under EXW Incoterms 2010, such additional import duties, taxes and charges and we cannot advise you what these may be. Consequently, we recommend that you contact your local customs office for further information prior to placing any Order with Allaero Limited.

For all deliveries of Products or Exchange items to locations outside the United Kingdom, you shall be the named importer of the Products and it shall be your sole responsibility to comply with all applicable local laws and regulations of the country to which the Products are delivered. We shall in no way be liable to you for any breach by you of any such laws arising from or in connection with the purchase or your use of the Products and/or Allaero Limited's delivery of the Products to you.

11. Termination and Suspension

If you become subject to any of the events below, Allaero may terminate the Contract with immediate effect by giving written notice to you.

The relevant events are: you suspend, or threaten to suspend, payment of your debts, or you are unable to pay your debts as they fall due or you admit inability to pay your debts, or (being a company or limited liability partnership) you are deemed unable to pay your debts within the meaning of clause 123 of the Insolvency Act 1986, or (being a partnership) you have a partner who is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of clause 268 of the Insolvency Act 1986; you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors other than where these events take place for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent reconstruction of you; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you, other than for the sole purpose of a scheme for a solvent amalgamation; an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; a creditor or encumbrancer of you attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 (fourteen) days; any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; and your financial position deteriorates to such an extent that in our opinion your capability of adequately fulfilling your obligations under the Contract has been placed in jeopardy; and on the expiry of a notice given by us to you of a breach by you of the Contract and you fail to remedy such breach within 10 days of such notice.

Without limiting our other rights or remedies, we may suspend provision of the Products under the Contract if you become subject to any of the events listed above or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

On termination of the Contract for any reason you shall immediately pay to us all of our outstanding unpaid invoices and interest.

Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. Intellectual Property Rights

Allaero Limited and its licensors and suppliers of Products own all patents, trade marks (whether registrable or non-registrable), copyright, designs, rights in database, rights in software (including without limitation the source code and object code) and all other proprietary rights (whether registered or not) ("**Intellectual Property Rights**") relating to and in the Products.

You are expressly prohibited from: reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of our Intellectual Property Rights; and removing, modifying, altering or using any registered or unregistered marks/logos/designs owned by us or our licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of Allaero Limited or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to us.

13. Privacy and Data Protection

Allaero comply with all the data protection laws applicable to it. No personal data will be given to or received from you by us and no "personal data" will be transferred outside European Economic Area. Allaero Limited's Privacy Policy can be viewed at www.allaero.com. The terms of the Privacy Policy form part of these Terms and you agree to be bound by them.

14. Complaints and Notices

If you have reason to believe that any of the Terms herein have been breached or you have a complaint to make, please e-mail us at: info@allaero.com or write to us at Allaero Limited, Hawker House, Link 10, Napier Way, Crawley, West Sussex, RH10 9RA. All notification and communication to Allaero Limited should be sent to the Contact details provided herein.

When we send you a notice it shall be deemed served when delivered to your address as stated in the Quotation unless you notify us of any change thereto.

15. Events outside our control

Allaero will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("**Force Majeure Event**").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and the acts, decrees, legislation, regulations or restrictions of any government.

Allaero's performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues from the date it notifies the Client of such Force majeure Events and when the Force Majeure Event in question no longer applies. Accordingly, the time for performance of Allaero's obligations in the Contract shall be suspended for the period of time that a Force Majeure Event is called and shall then re-start and continue. Allaero will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

16. General

If we fail at any time to insist upon strict performance of our obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of the provisions of the Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.



The Client agrees that it shall not assign, transfer, charge or otherwise attempt to dispose of the benefits to it or obligations of it in the Contract.

No alteration, modification or addition to these Terms shall be valid unless made in writing and signed by the duly authorised representatives from both parties. For the avoidance of doubt, references to 'writing' shall be deemed to include email.

If any of these Terms is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

The Contract as described in the second paragraph of clause 2 of these Terms shall constitute the whole contract between us and shall supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

You acknowledge that in entering into the Contract, you have not relied on any representations, undertaking or promise given by or implied from anything said or written, including but not limited to negotiations between you and us, except as expressly set out in the Contract.

Nothing in the Contract shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Allaero under the Contracts (Rights of Third Parties) Act 1999 and such third parties shall not be entitled to enforce any term of these Terms against Allaero.

The Contract is governed by and construed in accordance with English law. The Courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of or in connection with this Contract.

Terms and Conditions (Sale)	AF10
June 2019	