

## Standard Terms and Conditions

These Standard 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**", "**Us**") shall supply you ("**Client**" or "**you**") with Products (as defined below). By placing an order and/or making any payment to Allaero, you hereby agree to be bound by the terms herein.

### Conditions of Sale

**IT IS HEREBY AGREED** between the parties hereto as follows:

**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 by you. 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. On receipt of the Quotation, you may place an order ("**Order**") in writing or by email. You acknowledge and agree that your Order must be complete, accurate, up-to-date and include all information reasonably required by Allaero, including but not limited to the Quotation reference number and details of any exchange part, where relevant. Your Order shall be deemed to be an offer by you to Allaero subject to these Terms.

Allaero shall not be obliged to accept your Order. If Allaero refuses the Order, Allaero may send you a Quotation setting out alternative terms. If Allaero accepts the Order it shall issue you with an invoice on the basis of such Order ("**Invoice**"). The contract between Us will only be formed when We send you the Invoice ("**Contract**"). The Invoice and any Order and/or Quotation on which it is based shall together comprise an "**Accepted Order**".

You acknowledge and agree that an Accepted Order is complete and accurate. You acknowledge and agree that an Accepted Order is final and cannot be altered.

**2. Products** In consideration for the payment of the charges set out in the Accepted Order ("**Charges**") and subject to these Terms, Allaero shall provide the Client the products set out in the Accepted Order ("**Products**"). Allaero shall use reasonable skill and care in the provision of the Products in accordance with the Terms herein.

**3. Liability** While the Seller makes every effort to ensure that the goods conform to the specification required by the Buyer, no condition is made or to be implied that any goods supplied will be suitable for the particular purpose or for use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to the Seller. It is the responsibility of the Buyer to ensure that the goods are suitable for the particular purpose or for use under any specific conditions and the Seller shall not be liable for any failure of the goods to operate in such use or environment.'

**4. Charges, Payments and Credit Facility** The price of the Products and our delivery charges will be in accordance with the Accepted Order, 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 the Client fails to pay the Charges and all other sums owed in accordance with the payment terms set out in Allaero's Invoice to the Client, 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 the Client 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.

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 the Client 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.

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.

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

In the event that delivery of the Product is to an address outside the United Kingdom, Allaero Limited 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.

Due to the nature of the business, you acknowledge and agree that the Price may be subject to change and variation from time to time subject always that any changes in the Price shall not be applicable to you once the Contract has been formed.

For your information, We may use third party payment handlers to process your payment and you agree that you have given Us permission to do so by complying

with the terms herein.

Allaero Limited may provide a credit facility to you at our 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 clause at all times unless otherwise agreed in advance in writing with Us.

In the event that you do not make payment in accordance with this clause, We reserve the right to withdraw the credit facility and charge interest on outstanding invoices at a rate of 8% above the Bank of England base rate.

Special orders placed with Allaero's supplier on behalf of you may be cancelled by you if Allaero can, in turn, cancel the order on the 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.

**5. Exchange Programme** Allaero Limited may offer an exchange programme to you at our sole discretion. In the event that an exchange programme is offered, Allaero Limited will provide you with a quotation setting out the proposed goods to be provided to you ("**Goods**") and the applicable charges in relation to the exchange ("**Exchange Quotation**"), which will be based on the information provided by you.

The **Standard Exchange** price covers all costs associated with the routine overhaul/repair of the component concerned. Additional costs are applicable to the Customer if the exchange core 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 to the same and/or mandatory standard of the component supplied by the company. The combined cost of the exchange and additional charges will not exceed the current Manufacturers List Price (MLP)

**Flat Rate Exchange** transactions are a single price with no additional charges provided that the returned component core;

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

Is economically repairable,

Is complete with no missing or unauthorised parts,

Has 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,

Has in the case of life limited components, at least one complete overhaul life remaining,

Flat Rate Exchange component core returns will be subject to additional billing should they be found not to comply with the terms and conditions as set down and listed above. For the purpose of clarity should there be additional charges they will be levied at cost. The component core will be deemed to be beyond economical repair when the cost to repair exceeds 55% of the value of the core charge quoted on the company quotation.

**Exchange (Cost +)** transactions generate two invoices, both of which must be paid. The first invoice is for the supply of an exchange item in serviceable condition. The second invoice is for all the costs associated with bringing the returned core component to an airworthy state at least the same condition as the component supplied including mandatory modification, reworks, replacement parts and freight

**Rental Transaction** charges are for the use of a specified component charged per month or part thereof. The charge is invoiced monthly for the period between despatch and receipt of the specified component. All costs, including freight, for the recertification to airworthiness condition of the specified component after the rental period is completed are charged additionally.

The Exchange 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 Exchange Quotation. On receipt of the Exchange Quotation, you may place an order ("**Exchange Order**") in writing or by email. You acknowledge and agree that your Exchange Order must be complete, accurate, up-to-date and include 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 Exchange Quotation reference number. Your Exchange Order shall be deemed to be an offer by you to Allaero Limited subject to these Terms.

Allaero Limited shall not be obliged to accept your Exchange Order. If Allaero Limited refuses the Exchange Order, Allaero Limited may send you an Exchange Quotation setting out alternative terms. If Allaero Limited accepts the Exchange Order it shall issue you with an invoice on the basis of such Exchange Order ("**Exchange Invoice**"). The Exchange Invoice and any Exchange Order and/or Exchange Quotation on which it is based shall together comprise an "**Accepted Exchange Order**".

You acknowledge and agree that an Accepted Exchange Order is complete and accurate. You acknowledge and agree that an Accepted Exchange Order is final and cannot be altered.

The Exchange Goods must be sent to Allaero Limited within **28 days** of the date of the Exchange Invoice. In the event that the Exchange Goods are not provided within this period, Allaero Limited reserves the right to charge 10% of the OEM Sale Price of the Goods per month until such time that the Exchange Goods are received.

The Exchange Goods must be sent to Allaero Limited at your own cost and risk and where possible, should be sent in their original transit packaging. All Exchange Goods

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must be provided with a red label (Form AF01) to ensure traceability. In the event that this is not provided, the Exchange Goods may be returned to you and you will be sent a supplemental invoice for the amount of the Exchange Deduction.

In the event, following receipt of the Exchange Goods, Allaero Limited believes, acting reasonably, that the initial cost of a repair or overhaul of the Exchange Goods (as set out in the Exchange Invoice) is not sufficient for the purpose of bringing the Exchange Goods up to Allaero Limited's required standard of sale, Allaero Limited reserves the right to send you a supplemental invoice for the additional costs incurred. For the avoidance of doubt, the total amount payable by you in respect of any Goods supplied as part of an Accepted Exchange Order (including the Actual Price and any costs of repair or overhaul of the Exchange Goods charged by Allaero Limited) will not exceed the OEM Sale Price.

Allaero Limited 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.

**6. Deliveries** In the event that We deliver the Products to you, We will outline the delivery details in the Accepted Order. Time of delivery is given as accurately as possible but 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 16).

Delivery of an Order shall be completed either when we deliver the Products to the address you gave us or a carrier organised by you collects them from us and the Products will be your responsibility from that time. Allaero Limited shall not be liable for any damage, loss or destruction of the Products after delivery has been completed.

You must notify us of any shortages in the delivery within 5 (five) working days of receipt of the Products.

In the event that you request for the Products to be dispatched outside of normal office hours, a service charge of \$150.00 per shipment will be payable in addition to the Price.

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. You will be credited the cost of the crates if you return them to Us at your own expense within 30 days of accepting delivery of the Products.

**7. Quality** We warrant that from delivery, the Products will conform in all material respects to any specification and/or be free from material defects in design, material and workmanship for the periods referred to hereunder (**Warranty Period**).

In respect of new, overhauled or reconditioned Products, either a) if the Product has a tag date of less than 36 months, a period of 12 Months, or b) if the Product has a tag date of more than 36 months a period of 6 Months. For the avoidance of doubt, we do not provide any warranties or guarantees in respect of any new, overhauled or reconditioned Products with a tag date of more than 60 months, which are provided without warranty and expressly subject to the exclusions set out in clause 11 below.

In respect of repaired Products, either a) if the Product has a tag date of less than 36 months the warranty period will be 6 Months, or b) if the Product has a tag date of more than 36 months the warranty period will be 3 Months. For the avoidance of doubt, we do not provide any warranties or guarantees in respect of any repaired Products with a tag date of more than 60 months, which are provided without warranty and expressly subject to the exclusions set out in clause 11 below.

In respect of tested or calibrated Products, if the Product has a tag date of less than 36 months the warranty period will be 3 Months. For the avoidance of doubt, we do not provide any warranties or guarantees in respect of any tested or calibrated Products with a tag date of more than 36 months, which are provided without warranty and expressly subject to the exclusions set out in clause 11 below.

Subject to our right to adjudicate any warranty claim, if You give notice in writing to Us by completing the relevant [Returned Material Authorisation](#) (RMA) form during the Warranty Period, within 15 days of discovery and notifying us that some or all of the Products do not comply with the warranty set out above, We shall be given a reasonable opportunity of examining such Products and You shall (if asked to do so by Us) return such Products to our place of business, whereupon We 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 parts) the manufacturer provides a warranty that exceeds Allaero's warranty, then Allaero will pass on any additional unused portion of the warranty to the Customer.

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 Product is limited to, at Allaero Limited's option, the repair or replacement of the Product, or the provision of credit in respect of the amount paid for the Product, 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.

The warranty period for any repaired or replaced part is limited to the unexpired period of the original goods provided *and not* from the date of the replacement.

We shall not be liable for the Products' failure to comply with the warranty set out above in any of the following events; You make any further use of such Products after

discovery and notifying us that the Products do not comply with the warranty set out above; the defect arises because you fail to follow our 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; the defect arises as a result of Us following any drawing, design or specification supplied by you; You alter or repair such Products without Our written consent; the defect 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 requirements, the Product is damaged as the result of another component in the aircraft being faulty; the identification mark, name or serial number has been removed from the Product; or any defect arising which is out of Allaero Limited's reasonable control.

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

Except as provided in this clause, Allaero Limited shall have no liability to you in respect of the Products' failure to comply with the warranty set out above.

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

These Conditions shall apply to any repaired or replacement Products supplied by Us.

**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 We 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 Limited'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 Us immediately if you become subject to any of the events listed in the clause 10 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 We 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 Us 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 We 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 an Accepted Order before it is dispatched there will be no charge. If the cancellation is made after the goods have been despatched there will be restocking charges.

Allaero Limited will approve a cancellation at its sole discretion and reserves the right to seek reimbursement of any expenses incurred in respect of the Accepted Order 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 within 30 (thirty) days of placing the Accepted Order. 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 Limited 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, We 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 responsible for complying with all applicable local laws.

You acknowledge and agree that due to the various systems of delivery services outside the United Kingdom, Allaero Limited will only in some cases be able to confirm that your Accepted Order has been delivered to the designated country of the address set out in the Accepted Order. We shall have no control whatsoever in respect of your local delivery services and therefore We do not represent or warrant that your Accepted Order shall be delivered within a particular timescale, in the form in which it was originally packaged and delivered by Us or at all.

We do not represent or warrant that the Products made available for purchase are

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appropriate or lawful 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.

If you order Products for delivery outside the United Kingdom, you may be subject to import duties and taxes which are levied upon the delivery of such Products to the specified address. You shall be solely responsible for payment of any such import duties and taxes. We have no control whatsoever in respect of 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 to locations outside the United Kingdom, you shall be deemed the 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 or any third parties for any breach by you of any such laws arising from or in connection with the purchase of the Products and/or Allaero Limited's delivery of the Products to you.

**11. Additional Obligations** The Client shall perform its obligations in accordance with these Terms.

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.

You further agree that at all times, you shall not infringe any rights of any third parties.

**12. Termination and Suspension** If you become subject to any of the events below, We 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 section 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 section 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.

Without limiting our other rights or remedies, We may suspend provision of the Products under the Contract or any other contract between you and Us if you becomes 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.

**13. Exclusion of Warranties and Limitation of Liability** Nothing in these Terms and Conditions excludes or limits our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; any breach of the obligations imposed by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987; or any other matter for which it would be illegal for Us to exclude or attempt to exclude our liability.

Subject to the clause above; We will not be liable for losses that result from our failure to comply with these Terms and conditions that fall into the following categories: consequential, indirect or special losses; loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; or waste of management or office time. Subject to the clause above; our maximum aggregate liability to you arising under or in connection with the Contract, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Products.

Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

**14. Intellectual Property Rights** Allaero Limited and its licensors 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 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.

**15. Privacy and Data Protection** We comply with the Data Protection Act 1998 and all other successor legislation and regulations in the performance of its obligations under these Terms and Conditions. Allaero Limited's Privacy Policy can be viewed at [www.allaero.com](http://www.allaero.com). The terms of the Privacy Policy form part of these Terms and Conditions and you agree to be bound by them.

**16. Complaints** 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](mailto: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.

**17. Events outside our control** We 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.

Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We 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.

**18. Purchase** No contract or order will be recognised by us unless it is on an Allaero Ltd Purchase Order. No alterations or modifications to the order or these terms will be recognised unless in writing.

Item(s) purchased must not have been subjected to conditions of extreme stress, heat or environment.

All Aircraft Directives (AD) that are reported as having been accomplished are documented.

The time for delivery is the date from receipt by you of the Purchase Order. Allaero Ltd reserves the right to cancel the order without penalty if delivery exceeds your initial quoted delivery time.

Our order number must be quoted on all invoices, advice notes and correspondence. Invoices must also show the date of despatch and the address where the order has been sent. In the absence of any intimation to the contrary on your advice notes, shipping cases will be assumed to be non-chargeable and non-returnable. Payment will be made on receipt of a monthly statement unless otherwise agreed.

You must ensure each order number is invoiced separately. Failure to do so may result in delayed payment of your invoice by us.

It is a requirement that you notify us of any change to product definition or specification.

Unless otherwise specified, the items on our Order shall be supplied to the latest issue or revision.

No quantities over and above those stated on our Purchase Order will be accepted by, or paid for, without Allaero Ltd.'s prior consent. Any unauthorised excess quantities may be returned at your risk and expense.

All items must correspond in all respects with our Purchase Order, and must be in good condition on receipt, otherwise they will be liable to rejection. This requirement includes, but is not limited to, ensuring goods are securely packed, that rubber items must have a cure date indicated and, wherever possible, all seals should be



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individually packed in the manufacturers packets showing cure date, group and part details.

The price of the goods shall not be subject to adjustment or increase. If the cost of any such adjustment or increase is included in your invoice for the goods we shall be under no obligation to pay such cost.

Rejected goods may be returned at your risk and expense. Any item received damaged will not be accepted and will be returned to you for replacement, or full credit, at your cost.

Due to our own Record Control procedures, suppliers are under no obligation to retain our purchasing records.

You are required to notify Allaero Limited of any non-conforming product you supplied within 24 hours of discovery.

Allaero Ltd or its Customer(s) may require right of access to your premises, to verify that purchased products meet the requirements of the Regulatory Authorities or Purchase Order. This would be arranged at a mutually convenient time.

If you fail to comply with any of the above conditions we will, with immediate effect and at your expense, terminate this order.

All orders for Allaero Limited shall be interpreted and construed in accordance with the Laws of England.

**19. General** If We fail at any time to insist upon strict performance of our obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions, 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 these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

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 and Conditions 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.

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between you and Us in respect of your use of the Website and your use of the Product, and shall supersede any prior agreement, understanding or arrangement between you and Us, whether oral or in writing.

You acknowledge that in entering into these Terms and Conditions, 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 these Terms and Conditions.

Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Allaero and such third parties shall not be entitled to enforce any term of these Terms against Allaero.

These Terms and Conditions are 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 these Terms and Conditions.