

## Standard Terms & Conditions of Sale

### 1. DEFINITION

In these terms and conditions of sale, the expression “the company” shall refer to Aerospace Tooling Ltd (also referred to at time to time as ATL Turbine Services), and the expression “the customer” shall refer to the persons, or company accepting any tender, quotation, offer or estimate or giving any order.

### 2. GENERAL CONDITIONS

These general conditions of sale shall apply to the contract between the company and the customer to the exclusion of any other terms that the customer seeks to impose or incorporate, including any terms attached to the order or which are implied by trade, custom or course of dealing. They shall also be deemed incorporated in any repeat orders for goods the subject of any previous quotation or order.

### 3. QUOTATION AND ORDER ACCEPTANCES

A quotation is not an offer and may be withdrawn without notice; any order given is not binding on the company until accepted by it in writing; unless previously withdrawn, any quotation of the company is open for acceptance in writing within 30 days of its date. Acceptance of any quotation must be accompanied by sufficient information to enable the company to proceed with the work.

### 4. PRICES

Quotations are based on current rates of wages, cost of raw materials, transport and rates of exchange and are valid only during the validity of the Quotation.

### 5. CANCELLATION

Cancellation, reduction or amendment of an order cannot be accepted or goods returned for credit unless previously agreed in writing with the company. Where such cancellation reduction or amendment is agreed, the Company reserves the right to demand payment from the customer for an amount representing any losses of expenses incurred, material used and a reasonable allowance for overhead charges and profit, such sums to be assessed by the company.

### 6. TERMS OF PAYMENT

Payment for goods supplied is due not later than 30 days following the date on which the goods were dispatched. The Company reserves the right to surcharge overdue accounts with the interest at a rate of 2.0% per month.

### 7. TITLE TO GOODS

Property in goods sold shall not pass to buyer until full payment has been made and in the meanwhile the buyer shall be responsible to us for all damage and/or loss thereto howsoever caused. In the event of any sale, mortgage or transfer of the goods by or on behalf of the buyer before payment has been made to us the entire proceeds of sale are to be held in trust for us and shall not be mingled with any moneys or paid into any overdrawn bank account but shall at all times be held identifiable as the company moneys.

### 8. DELIVERY

If a delivery period is specified in the quotation the period shall run from actual receipt by the company of the customers written order to proceed and receipt of components, whichever is later. Dates for delivery commitments are entered into in good faith by the company but shall not, save any contracted and agreed liquidated damages, impose a contractual obligation to deliver the goods on the date stated and without prejudice to the foregoing the company shall not be liable for any failure to deliver on the specified date where such failure is due to any cause beyond the company's control.

### 9. WARRANTY/DEFECTIVE WORK OR MATERIAL

The company warrants materials incorporated and workmanship applied to repair orders for a period not longer than 12 months from the date of order completion and dispatch. In the event of any materials incorporated or workmanship applied to the repair order proving defective during the warranty period, the company is prepared to rectify such defects to the condition originally specified; or if rectification is not practicable to credit the value up to the invoice/order value to the customer. Whilst every effort is made to ensure sound material supplied and workmanship, the company gives no warranty, express, implied or otherwise on the repaired goods or fitness of goods for any particular purpose, whether such purpose be known to the company or not.

### 10. LIABILITIES

Except to the extent of any Liquidated Damages formally agreed in the contract, the company shall not have any liability to the customer for any consequential loss and accordingly the customer shall save, indemnify, defend and hold harmless the company from the customer's own consequential loss, whether arising from or relating to or in connection with the performance or non-performance of the contract. Nothing in these conditions shall limit or exclude the company's liability for death, personal injury, fraud or fraudulent misrepresentation or for any other matter in respect of which it would be unlawful for the company to exclude or restrict liability. Subject to clause 9, the company's total liability to the customer in respect of all losses arising under or in connection with the order/contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred per cent (100%) of the charges relating to the contract/order. The provisions of this clause 10 shall survive termination or expiration of the contract. Insurance in respect only of goods sold but not delivered and for which the Company is responsible, subject to a sale contract, which following damage, is cancelled by reason of its conditions wholly or to the extent of the damage, the Company's liability will be based on the contract price. For the purposes of insurance, the value of all goods to which this provision could apply in the event of damage will be ascertained similarly.

### 11. DESIGNS AND DRAWINGS

Where such designs are prepared by the company on the customers instructions, acceptance of the contract is on the understanding that such designs and drawings have been approved by the customer. The company shall have no liability for non-conformances arising from designs, drawings and specifications supplied by the customer.

**12. INTELLECTUAL PROPERTY (IP) RIGHTS**

All IP rights of the customer shall remain the exclusive ownership of the customer and may be used by the company only for the purpose of fulfilling its obligations under the contract. All IP rights of the company or its subcontractors shall remain the exclusive property of the company or its subcontractors, as applicable. The company warrants that the performance of the services and the provision of any deliverables (and any component part thereof) shall not infringe any IP. The company shall save, indemnify, defend and hold harmless the customer from all claims arising out of any alleged infringement of any IP rights of any third party arising out of or in connection with supplier's performance of its obligations under the contract, except where any such alleged or actual infringement necessarily arises from the order and/or purchaser's instructions. To the extent that the deliverables are to be refurbished, repaired or manufactured in accordance with a specification provided by the customer, the customer shall save, indemnify, defend and hold harmless the company from all claims arising out of any alleged infringement of any IP rights of any third party arising out of or in connection with the company's use of the specification provided by the customer.

**13. ARBITRATION**

At the request of either the company or the customer in writing any question, dispute or difference arising between the customer and the company in relation to any contract or quotation shall be referred to the Arbitration in England of a person to be mutually agreed upon, in accordance with and subject to the provisions of the Arbitration Acts the costs of such arbitration to be borne as such Arbitrator shall decide.

**14. SUB-CONTRACTING**

The Company shall be at liberty with or without the customer's consent or knowledge to sub-contract any work the subject of a quotation or contract to an approved sub-contractor, such work to be on the same terms and conditions as herein specified.

**15. NOTICES**

Any notice required or permitted to be served by the company under these conditions shall be sufficiently served if mailed by first class post or first class air mail, postage pre-paid addressed to the customer at its last known address and in proving the same, it shall be sufficient to prove that the letter containing the notice was posted and addressed as foresaid.

**16. LAW APPLICABLE**

Any contract or quotation shall be in all respects construed and operate as in English contract and in conformity with the laws of England.

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