



AEROTRON TERMS AND CONDITIONS OF PURCHASE AND REPAIR.

1. GENERAL

Except only where expressly agreed otherwise by us in writing, every order and/or purchase shall be subject to these terms and conditions (hereinafter called "Conditions") and by commencing work on any Order you will be deemed to have irrevocably accepted these Conditions to the exclusion of any other terms. These conditions shall be deemed to supersede all prior representations, understandings, arrangements and agreements between the parties and shall also be deemed to set forth the entire agreement between the parties in relation to the subject matter hereof. No terms or conditions endorsed upon, delivered with or contained in any documentation from you of whatsoever nature will form part of the contract and you waive any right which you might otherwise have to rely on any such terms. Each Order to purchase Goods and/or Services from you shall be deemed to be an offer by us to buy Goods and/or Services subject to these Conditions and no Order shall be accepted and binding upon us until you either expressly accept such Order by giving us notice of acceptance; or impliedly accept by commencing work as required pursuant to the Order.

2. DEFINITIONS

"Goods" means any goods or services to be provided under this Order. "Warranty Period" means the period stated in the offer or quotation commencing when the Goods have been despatched. "Order" means our purchase order in respect of any Goods or any part of them. "We" "our", "ourselves" and "us" means Aerotron. "You" "your" and "yourself" means any person or corporate entity which commences work pursuant to a valid Order.

3. AUTHORISATION

All Goods and Services requested by us must be ordered by us via an official Aerotron Order (Purchase, Repair, Local Purchase Order). If you have not received an official Aerotron Order then you proceed at your own risk. We accept no liability for any Goods delivered unless the Order has been placed by one of our duly authorised representatives. We reserve the right to cancel any order within 72 hours with no penalty what so ever, unless otherwise strictly agreed to in writing in our official Aerotron Order.

4. WARRANTY

(i) The Goods shall be either new, serviceable or repairable, of the best available design, of the best quality, material and workmanship, be free from defects and conform in all respects with the Order and comply with all laws, codes of practice, industry standard or other industry norms laid down on a self-regulatory basis and comply with all other warranties implied or provided for by You.

(ii) If within the Warranty Period any defect in the provision of Goods shall be discovered or arise under normal use attributable to faulty design, materials or workmanship, you shall promptly remedy the defect either by replacement or repair of the Goods at our option at your own expense and to our reasonable satisfaction. You shall not reject any claim made in respect of any defect arising within the Warranty Period on the basis that we failed to make the complaint during such period.

(iii) The provisions of this Clause shall apply to Goods so replaced or repaired and shall be effective from the date of such replacement or repair.



(iv) Notwithstanding the above, the replacement or repair of Goods in the Warranty Period shall not prejudice any of our rights against you resulting from such defects, faulty design, materials or workmanship in the Goods.

5. INSPECTION AND TESTING

Prior to delivery of any Goods to be provided under the Order you shall inspect the Goods for compliance with the Order and in assessing their fitness for use we shall be deemed to rely on your skill and judgement. You shall, if requested by us, supply certified copies of records of such inspection free of charge. You will grant to us or our nominated representatives (including, but not limited to, the Purchaser Representative named in the Order but also our customer or regulatory authorities) a right of access at all reasonable times to all the applicable areas of all facilities, at any level of the supply chain, involved in the order for the purpose of checking progress and carrying out or witnessing tests and/or inspection procedures; also the right of access by the organization, their customer and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. Such tests and inspection as we may carry out shall not in any way diminish, affect or impair your obligations. (i) We must be notified in writing of any nonconforming process. We must be notified of changes to processes, products, or services, including changes of external providers used or location of manufacture, and must obtain Aerotron's approval. Aerotron shall take further action to ensure your obligations under the Order are met.

6. PACKAGING

You will package the Goods in a manner suitable for transit and/or storage at no cost to us unless otherwise specified in the Order. All packaging must comply with ATASpec 300.

7. DETERIORATION OF GOODS.

If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to you which would adversely affect the life-span of the Goods, you will forthwith advise us in writing of all such necessary and appropriate information relating thereto which shall form part of the description of the Goods and you shall take any further action we may require to ensure your obligations under the Order are met.

8. DELIVERY

(i) Time for the delivery of the Goods under the Order shall be of the essence.

(ii) Unless otherwise specified by us, delivery of the Goods shall be effected by you at your own risk and expense at the place and on the date(s) specified in the Order.

(iii) In the event of the Goods not being made available on the date(s) specified in the Order, we retain the right to cancel the Order pursuant to Condition 12.

(iv) The Goods shall be delivered in the quantities stated in the Order or in such other quantities as agreed by us in writing. If you deliver less than the agreed quantity of Goods we may reject the whole or any part of the Goods and rescind the contract. If you deliver more than the agreed quantity of Goods, we may either a) accept all of the Goods without liability for additional payment; or b) reject the Goods which exceed the agreed quantity (which Goods shall be at your risk and collected by you within 5 days of delivery).



9. PAYMENT

(i) The price for the Goods shall be the price stated in the Order. Unless otherwise agreed, payment for Goods provided pursuant to an Order shall be made within 30 days of the later of a) receipt by us of the invoice together with such reasonable supporting information as may be required by us to support each respective invoice; and b) delivery of the Goods.

(ii) Notwithstanding the above, if there is a disagreement in respect of the amount shown on an invoice, that portion of the invoice may be deleted by us from the respective payment until resolution, but in no case shall the entire payment be deleted by us owing to a question regarding a lesser portion.

(iii) Time for payment shall not be of the essence.

(iv) We may set off any amount owing at any time from you to us against any amount payable by us to you under a contract.

(v) No invoice will be released for payment, until all terms of our order are met. This could be price, condition of goods or supporting documentation for the goods.

10. PASSING OF TITLE AND RISK

(i) Title in the Goods shall pass on us upon the earlier of payment of the price for the Goods or on acceptance of the Goods. The Goods shall remain at your risk until delivery to us (including off-loading and stacking) is complete or (in the case of delivery by installments) on the delivery of each installment.

(ii) Where the Goods or any part of them, though ready for delivery, are retained by you pending delivery instructions then the property in such Goods shall pass to us upon payment, but the risk in such Goods shall remain with you until actual delivery.

11. INSURANCE AND INDEMNITY

(i) You will hold and maintain in force insurance to cover:

(a) the full value of any goods, tools, materials, or other property provided by or through us to you in connection with the Order (including for the avoidance of doubt, the Goods) whilst they are in your possession and/or control; and

(b) your indemnity obligations as specified below.

(ii) You will indemnify us against any and all liability, loss, damages, claims, costs and expenses (including legal expenses on a full indemnity basis) howsoever arising in connection with the following:

(a) your failure to provide the Goods in accordance with the Order and these Conditions;

(b) injury to any person or damage to any property arising from the provision of the Goods;

(c) any breach by you of any statutory duty;

(d) if you or any of your servants or agents cause or suffer any injury or damage whilst on our premises in performance of this Order



(e) any and all liability, loss, damages, claims, costs and expenses arising out of any claim in respect of any infringement or alleged infringement of any Intellectual Property Rights anywhere in the World resulting from the design, manufacture, use, supply or re-supply of the Goods under this Order; and

(f) If you fail to comply with any statute, statutory rule, order, directive or regulation under Condition 13 hereof.

12. REJECTION AND RESCISSION

6.1 Each Product shall be subject to inspection and acceptance by Aerotron within reasonable time after Delivery. Such inspection and acceptance shall only cover the non-conformities and the defects of the Products which are clearly visible without unpacking and/or special testing. All other non-conformities and defects shall not be covered by the inspection and acceptance carried out by Aerotron.

6.2 No inspection, approval of samples or any formal documentation prior to Delivery in accordance with these General Terms and Conditions and/or the Purchase Order can be considered as an acceptance.

6.3 Payment for the Products by Aerotron shall not constitute acceptance, nor shall it release the Supplier from any of its obligations, representations or warranties under these General Terms and Conditions and the Purchase Order, nor impair any rights or remedies of Aerotron or its Customers.

6.4 Aerotron may, at any time, inspect the Products or the manufacturing process of the Supplier. If any inspection or test by Aerotron is made in the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Aerotron's inspection personnel.

6.5 Aerotron shall promptly notify Supplier of the rejection of any Product (or part thereof) which does not comply with the requirements of the Contract, or which is defective. Within two (2) weeks from such notification, the Supplier shall be given the opportunity to inspect the rejected Product at Aerotron's premises. If at the expiration of said two weeks period Aerotron and the Supplier have not reached an agreement Aerotron shall be entitled, at its sole discretion, to exercise one or more or a combination of the following options, at the Supplier's risk and expenses: (i) terminate the Purchase Order in accordance with article 14; (ii) retain payment of the Products, or, if payment for the Products has already been done, request reimbursement thereof; (iii) hold, retain or return such Products without permitting repair, replacement or other correction by the Supplier; (iv) hold or retain such Products for repair by the Supplier; (v) hold such Products until the Supplier or a third party has delivered conforming replacements for such Products; (vi) return such Products with instructions to the Supplier as to whether the Products shall be repaired or replaced and as to the manner and time of Delivery of repaired or replacement Products; or (vii) destroy such Products.

6.6 If, as a result of sampling inspection, any portion of a lot or shipment of identical or similar Products is found not to be in conformity with the Contract, or is found to be defective, Aerotron may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all Products in the shipment or lot, and exercise any one or more of the options in accordance with the foregoing paragraphs at Supplier's risks and costs.

6.7 All costs, expenses and loss of value incurred as a result of or in connection with the non-conformance, rejection, repair, replacement, or other corrective action as mentioned herein will be



borne by the Supplier and may be recovered from the Supplier by equitable price reduction, set-off or credit against any amounts which are due to the Supplier under each and any Purchase Order placed with the Supplier or under the Contract.

6.8 In case of rejection of an Item or a concession on an Item (which concession shall not relieve the Supplier of any of its liabilities with respect to such Item) and without prejudice to any other remedy that Aerotron may have, Aerotron will be entitled to charge to Supplier liquidated damages in the amount of 250 USD per rejection or concession as a compensation of Aerotrons' administrative and inspection costs related to the rejection or concession, without prejudice to Aerotron's right to claim compensation for damages and costs suffered in excess of such liquidated damages as a result thereof.

If the Goods do not comply with the Order or any of the Conditions of the Order are broken or not complied with by you or it is clear that you will be unable to perform your part of the Order, we shall at our discretion (and without prejudice to our other rights and remedies) be entitled to reject the Goods and/or rescind the Order (notwithstanding that the property in the Goods may have passed) by giving written notice to you and the following provisions shall where appropriate apply:-

(i) We shall return to you at your risk and expense any rejected Goods or any Goods delivered which by reason of non-delivery of the balance are not reasonably capable of use by us, or at our option shall require you to collect the same.

(ii) We may, at our discretion, require you either to restore or rectify the Goods to our satisfaction or to replace any Goods so rejected at your expense, within a time frame specified by us and upon the same conditions as herein stated.

(iii) You will promptly repay to us any money paid by us in respect of rejected or undelivered Goods.

13. STATUTORY AND OTHER REQUIREMENTS

(i) It is a condition of this Order that the provision of Goods under this Order comply and will continue to comply, with the provisions and requirements applicable to the design, manufacture, supply and use of the Goods hereunder (whether expressly or by implication) of any statute, statutory rule, order, directive or regulation in force at the time of delivery.

(ii) The Goods and all supporting literature shall conform with all descriptions (within the meaning of the Trade Descriptions Acts 1968 and 1972 or any statutory modification or re-enactment thereof) applied thereto by you.

(iii) You will supply where appropriate, the identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.

(iv) You will prevent the use of suspected unapproved, unapproved and counterfeit parts.

In respect of (a) Repair Orders Supplier shall not use any PMA material in any Repairs or DER/non CMM Repairs without obtaining prior authorization in writing from Aerotron and (b) purchase Orders Supplier shall not supply a Part with PMA material or which has been the subject of a DER repair without prior written consent of Aerotron.

(v) You will agree to ensure that applicable persons are aware of; - Their contribution to product or service conformity; - Their contribution to product safety; - Their importance of ethical behaviour;



(vi) You will implement a quality management system which covers; - The use of customer designated or approved external providers, including process sources - You will retain documented information, including retention periods and disposition requirements.

(vii) You will flow down to external providers applicable requirements including Aerotron requirements, where applicable.

(viii) Materials, components and parts are to be supplied in compliance to Registration, Evaluation and Authorisation and Restriction of Chemicals (REACH) regulation (EC 1907/2006), Restriction of Hazardous Substances (RoHS) directives (2002/95/EC) and (2011/65/EU), and Basic Safety Standards (BSS) directive (96/29/Euratom). Information related to materials, components or parts that fall within the requirements for notification of any of the above directives will be done during review of the purchase order and information will be supplied to Aerotron Limited through quality@aerotron.co.uk email services.

14. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND DATA PROTECTION

(i) You will not use our name or other identity for advertising or publicity purposes without our prior written consent.

(ii) If you access any personal data in the course of providing the Goods, you shall process such personal data on behalf of us as data processor (as such terms are defined in the Data Protection Act 1998). You warrant, represent and undertake that you shall process such personal data in accordance with our instructions from time to time and establish and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss, destruction of, or damage to such personal data.

15. FORCE MAJEURE

(i) We shall not be liable to you for failure to accept delivery of the Goods or provision of services resulting from any circumstances beyond our control including, but without limitation, breakdown of plant or apparatus, fire, explosion, accident, strike or other labour disputes, lock-out, governmental actions, war or national emergency, acts of terrorism, protests, riot or other civil commotion (an "Event of Force Majeure") affecting our business, and we reserve the right to defer the date of delivery and/or payment or to cancel the contract or reduce the volume of the Goods ordered pursuant to the Order in case of an Event of Force Majeure affecting our business.

(ii) If you fail to perform any part of this Order by reason of any Event or Force Majeure affecting your business or that of your suppliers or another third party we may at our discretion suspend or cancel the delivery of the Goods under this Order without any liability to you for payment.

16. ASSIGNMENT AND SUB-CONTRACTING

In the event the Order is sub-contracted it will be your responsibility to ensure all the conditions are met and adhered to as well as any specific customer requirements contained in the Order by any other third party or organization in the supply chain.

17. SEVERANCE

If any Condition is held by a court or tribunal of competent jurisdiction to be unlawful or unenforceable that part shall be struck out and the remainder shall remain in full effect.



18. TERMINATION

We shall have the right at any time and for any reason without prejudice to our other rights and remedies to terminate the Order in whole or part upon written notice to you immediately if:

- (i) you commit a material breach of any of the terms and condition of the Order (including for the avoidance of doubt, these Conditions and any other terms and conditions to be agreed between us in writing or
- (ii) any distress, execution or other process is levied upon any of your assets or
- (iii) if you have a bankruptcy order made against you, or you make an arrangement or composition with your creditors or if you otherwise utilise the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or if you (as a body corporate) convene a meeting of your creditors or if you enter into liquidation or if you have any receiver, manager, administrator or administrative receiver appointed over you or any part of your undertaking or if notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined by section B1 of the Insolvency Act 1986) or if a resolution is passed or a petition presented to any court for your winding up or granting an administrative order in respect of you or if any proceeding are commenced relation to your insolvency or possible insolvency or
- (iv) if you cease or threaten to cease to carry on business or
- (v) if your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations pursuant to the Order has been placed in jeopardy.

19. WAIVER

No omission or delay by us in exercising any of our rights will be treated as a waiver thereof, nor will any single or partial exercise of a right preclude any other or future exercise thereof or any exercise of any other right and a waiver of a right on one occasion will not constitute a waiver of such right in the future.

20. AMENDMENTS

No variation or amendments to this Agreement shall be binding on us unless made in writing and signed by one of our authorised representatives (including but not limited to the Purchaser Representative named in the Order).

21. LAW AND JURISDICTION

The Order shall be construed and have effect in all respects in accordance with English Law and you agree to irrevocably submit to the exclusive jurisdiction of the English courts. Where any special conditions of purchase applicable to this order are in conflict with these general terms and conditions, the special conditions in the Order shall prevail.

22. REGULATORY/CERTIFICATION APPROVAL

You shall obtain all EASA/CAA and FAA certificates or approvals that may be required and comply with all such applicable regulatory requirements contained therein to appropriately provide the Goods. All Goods will be required with a valid certificate of conformity, test reports and/or airworthiness certificate. In the event you do not comply with the applicable regulatory requirements, we shall be entitled to terminate the Order by written notice to you but without



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prejudice to any other right or action which we may have at the date of such notice in the event you do not hold the applicable approvals.

Where product malfunctions, defects and unairworthy conditions are identified by the supplier then these are reported to the concerned stakeholders, which may include but are not limited to, the regulatory body, OEM and Aerotron in the appropriate manner.

When goods have shipped, email a copy of the Airworthiness Release Certificate, along with AWB and PO reference to imports@aerotron.co.uk, this ensures the order won't be held at customs clearance.

As of the 1st October 2019 incoming goods from outside the EU will not be delivered until we have provided customs clearance. Shipments will be subject to storage fees if not cleared within 2 working days. * FedEx £5 per package per working day with a minimum charge of £10. * DHL £4.50 per working day. Shipments not cleared within 7 working days will be returned to the shipper.

PLEASE NOTE: Charges incurred due to failure to supply the required documents will be passed back to the supplier.