



AEROTRON TERMS AND CONDITIONS OF SALE.

Unless otherwise agreed by Aerotron in writing, all sales orders will be subject to the following terms and conditions. By sending any purchase order you will be deemed to have irrevocably accepted these conditions to the exclusion of any other terms.

These conditions will 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. No terms or conditions endorsed upon, delivered with or contained in any other document from you of whatever nature will form part of the contract and you waive any right which might otherwise have been relied upon.

Each order to purchase Goods and/or Services from Aerotron shall be deemed to be an offer by you to buy such Goods or Services subject to these conditions. All material is provided Ex-WORKS as per Incoterms and all core returns must be Delivered Duty Paid (DDP) to the Aerotron facility. Any breach of this condition will result in all associated costs, plus a \$250 administration fee being recharged.

Definitions

"Goods" means any goods or services to be provided under this Order. "Order" means your 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.

1. ORDER PROCESSING

1.1)

On receipt of a customer enquiry Aerotron may submit a quotation containing details of the material available and the sales price.

1.2)

The quotation will remain valid for a period of 30 days, subject to the items remaining unsold at the time the customer indicates a desire to purchase.

1.3)

All prices are quoted Ex-WORKS our warehouse and are exclusive of V.A.T., where applicable. The price does not include transportation, insurance, import or export charges or duties, all of which are at the cost of the customer.

1.4)

Should the customer accept the Aerotron quotation it will place an order for the material by e-mail. Aerotron will issue an order confirmation and acceptance soon after receipt of the Customer order. No order is deemed as acceptable to Aerotron until an order confirmation is transmitted to the Customer or the material is made available for collection and the customer advised of availability.



1.5)

All material supplied by Aerotron in serviceable condition shall be released and certified in accordance with applicable EASA and/or FAA regulations.

1-6)

An invoice for the supply of the material will be issued at the time the material is made ready for collection and payment shall be in accordance with clause 2 below.

1-7)

If the customer subsequently requires the return of the material, for any reason whatsoever, a Returned Material Agreement (RMA) must be obtained before any return shipment can be made. Any such request for an RMA should be sent to returns@aerotron.co.uk. Aerotron will issue an RMA number for the Customer to quote on return.

2. PAYMENT

2.1)

Part of the order and issue process includes raising an invoice at the same time that the material is made ready for collection. Such an invoice shall be sent to the Customer by e-mail and will become payable in accordance with the terms stated on the invoice, in the currency of the quotation to the bank account also indicated on the invoice.

2.2)

The amount paid by the Customer must be the same as the amount on the invoice, without deduction of any charges whatsoever. The customer is responsible for all bank charges, including any intermediate bank charges from a bank selected by their own bank.

2.3)

The Customer shall notify Aerotron within 7 days of the invoice date of any dispute. If no notification is received within this period, the invoice will be considered accepted and payable in the terms set out on the invoice.

2.4)

If the Customer fails to pay the invoice within the period agreed on the invoice, Aerotron reserves the right to charge a late payment penalty of 2.5% for each month, or part thereof, that the payment is overdue.

2.5)

Where applicable the Customer shall provide acceptable evidence that the material is not subject to United Kingdom V.A.T. Where V.A.T. is applicable it will be added to the sales invoice and paid by the customer along with the cost of the goods.

2.6)

The Customer may not assert any set-off credit or counter claim against Aerotron in order to justify withholding in whole or in part. Aerotron may, without limit to any other rights and remedies, set off any amounts owing to it by the customer against any amount payable by Aerotron to the Customer.



2.7)

In addition to any charges on the Aerotron invoice an additional charge may be made for any and all charges for transportation, duties and taxes that arise in connection with any breach of the terms by the Customer.

2.8)

The title in any material will not pass to the Customer until all charges have been paid in full to the stated Aerotron bank account.

3. TRANSPORTATION

3.1)

Unless expressly agreed in writing, all material sold by Aerotron will be collected by the Customer, or it's appointed agent, from the Aerotron facility in accordance with the INCOTERM ExWorks (INCOTERMS 2010).

3.2)

All material will be packed for road transportation in the U.K unless agreed otherwise. Special additional packing or containers shall be chargeable in addition to the sales price quoted.

3.3)

Availability for collection dates are approximate and the time of delivery shall not be of essence. In the event that Aerotron is unable to meet the time specified by the Customer a revised date and time will be communicated to the Customer. That revised date and time will be considered acceptable unless it is rejected by the Customer within 48 hours of the time of notification.

3-4)

Aerotron shall provide reasonable notice detailing when the material will be ready for collection. Should the Customer fail to collect within 14 days of such notification, Aerotron shall be entitled to cancel the order and return the material to stock.

3.5)

Should the Customer request a return for full credit of the material an RMA must be obtained as in section 1.7. A restocking fee of 25% will be payable if it is within 7 days of collection and 50% for days 8-14. Thereafter the full sales price is payable.

3.6)

Should the Customer cancel the order before collection an administration fee of \$250 will be applied covering the cost of administration and packing.

3.7)

All material will be deemed accepted by the Customer if no defects are notified to Aerotron within 10 days of collection by the Customer or it's agent.



4. TITLE AND RISK OF LOSS

4.1)

Title to the components sold to the Customer in accordance with these terms and conditions shall only transfer on receipt of full payment to Aerotron.

4.2)

Aerotron warrants that it has full legal title to the material sold and will pass the beneficial ownership to the Customer on receipt of the full payment

4.3)

Risk of loss or damage for all material shall pass to the Customer immediately on collection by the Customer or it's agent. If the Customer or it's agent loses or damages the material after collection it shall be responsible for the full cost of replacement or repair to the same condition as the part supplied.

5. WARRANTY

Since the condition of the material will vary according to serial number the warranty conditions for each individual part will be stated on the quotation and should be verified on any resulting purchase order and acknowledgement.

6. EXCHANGES

Material supplied on an exchange basis is subject to individual conditions relating to age and condition. Each individual part will be covered by a unique exchange agreement that must be signed and accepted before the part/s are collected.

7. LIABILITY AND INDEMNITY

7.1 The Customer hereby indemnifies Aerotron and its affiliates and subsidiaries, (including their respective agents, directors, employees, officers, shareholders, subcontractors, successors and assigns) against all liabilities, claims, losses and damages of any nature, including, but not limited to, all expenses (including legal fees), costs, and judgements for property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic or statutory civil damages, any of which arise out of or are in any way related to the provision of the Components or other Services provided pursuant to these terms and conditions.

7.2 Notwithstanding the generality of Clause 7.1, the indemnity set out in that Clause shall specifically include (but not be limited by) the use, operation, repair, maintenance or disposition of Components provided pursuant to these terms, whether or not arising from breach of contract, strict liability or tort (including negligence), provided that nothing in this Clause 7 shall require the Customer to indemnify Aerotron for claims or liabilities arising from the wilful misconduct of Aerotron.

7.3 Nothing in these terms shall limit or exclude Aerotron's or the Customer's liability for death, personal injury caused by its negligence, the negligence of its employees and agents or for fraud or fraudulent misrepresentation.



7.4 Under no circumstances shall Aerotron be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms.

7.5 Aerotron's total liability to the Customer in respect of all losses arising under or in connection with these terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the Order value.

8. INSURANCE

8.1 The Customer shall carry and maintain such insurance in full force and effect and in types and amounts as would be carried by prudent companies engaged in the Customer's industry.

Such policies of insurance shall be primary with respect to the indemnities of Customer set forth in these terms and shall contain waivers of subrogation of the insurers in favour of Aerotron. The Customer will provide Aerotron with certificates of insurance as may be requested by Aerotron from time to time.

9. FORCE MAJEURE

9.1 Aerotron will not be liable in any way in respect of late delivery, howsoever caused or for any delay in performance due to causes beyond Aerotron's reasonable control including, without limitation, embargoes, blockages, seizures or freeze of assets, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, sever weather, or any other acts of God, quarantines, labour strikes or lockouts, riots, insurrection, civil disobedience or acts of criminals or terrorists, war, material shortages or delays in delivery by third parties and, in the event of such delay the date of delivery shall be extended for a period of time as may be reasonable necessary to compensate for any such delay. The Customer shall be bound to accept the Components when available.

10. IMPORT AND EXPORT REGULATIONS

10. 1 The Customer shall ensure that any Components purchased from Aerotron will not at any time:

(a) Be registered, stationed, based in, operated, leased or sub-leased by any Relevant Person in any manner whatsoever in, or to any person or entity incorporated or habitually based in, any country, region or jurisdiction (including, as at the date of these terms, the Crimea, Russia, Belarus, Myanmar, Iran, Cuba, Syria, and North Korea), which is subject to any sanctions, resolutions, directives or embargoes of the United States of America, United Nations, European Union, United Kingdom, France, Germany, Canada or Japan (or any constituent member thereof); or

(b) Be sold or exported to any jurisdiction which is subject to any embargo by the Unites States of America, United Nations, European Union, United Kingdom, France, Germany, Canada or Japan or otherwise dealt with by any Relevant Person in any manner which is in contravention of any sanctions.

Relevant Person means:

(a) The Customer;

(b) Any affiliate of the Customer; and

(c) Any person from time to time granted possession or control of any of the

Components by Customer or any affiliate of the Customer (whether under a lease, sale or otherwise).



10.2 The Party who is the importer or exporter of record of the Component will be responsible for obtaining any licence, exchange permit or other required governmental authorisation relating to the shipment of the Component and shall be responsible for complying with all UK and foreign government licensing and reporting requirements in connection with these terms.

10.3 The parties agree that any export of Components pursuant to these terms may be subject to U.S. Export Regulations. In respect of any Component supplied under these terms, the party receiving the Component (as applicable) agrees not to:

10.3.1 Dispose of any U.S. origin items classified by the U.S. Department of Commerce's Bureau of Industry and Security as "dual use" items other than in the country of destination, as identified in any government licence or authorisation; and 10.3.2 Lease, Exchange or dispose of any U.S. origin item to any country, company or individual that is either

(i) required by US Export Regulations to hold a licence to receive the goods (and does not hold the required licence); or

(ii) is prohibited from receiving U.S. exports by U.S. Export Regulations.

10.4 Aerotron may require the Customer to provide a blanket End User Statement prior to commencement of supply of Components or Services, to cover any request of Customer for Component will not be used for any military purpose.

11. GOVERNING LAW AND JURISDICTION

11.1 These terms, each contract and any disputes or claims arising there from (each a "Dispute") shall be governed by and construed in accordance with English law.

11.2 Any Dispute, including any question regarding existence, validity or termination of a contract, shall be referred to and finally resolved by arbitration under the The London Court of International Arbitration (LCIA) rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

11.3 Either party may institute arbitration proceedings by giving written notice to that effect to the other party.

11.4 Nothing in this Clause 11.2 shall prevent or prejudice either party seeking interim relief from any court of competent jurisdiction.

12. MISCELLANEOUS

12.1 A person who is not party to a contract to which these terms apply shall have no rights under such contract whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.2 Where the Customer delivers any other standard terms and conditions to Aerotron in respect of an Order, these terms and conditions shall prevail.

12.3 If any provision of these terms is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these terms, and the validity and enforceability of the other provisions of these terms shall not be affected.



12.4 Any amendment, variation, modification of these terms shall be ineffective unless made in writing and signed by an authorised representative of each party.

12.5 These terms contain the entire agreement between the parties with respect to its subject matter. Each party acknowledges that, in entering into these terms it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms.

Nothing in this clause shall limit or exclude any liability for fraud.

12.6 The parties declare that they each have the right, power and authority, and have taken all action necessary, to execute and deliver and to exercise their rights and perform their obligations under these terms.

12.7 Customer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set off or counterclaim for any reason whatsoever.

12.8 Aerotron reserves the right to sub-contract its obligations under the applicable contract or any part thereof.

12.9 In the event of any conflict between the terms of any Order and these terms, these terms shall prevail. Such terms shall constitute the entire agreement between the parties in relation to an Order and supersede all previous proposals, representations, agreements and other written and oral communications in relation thereto.

12.10 The Customer shall not be permitted to assign or transfer all or any of its rights and/or obligations under this Agreement without the prior written consent of Aerotron.

12.11 If any part of a contract to which these terms apply becomes invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

12.12 No Variations or amendments to this agreement shall be binding on us unless made in writing and signed by and authorised by a director.