



Standard Terms & Conditions of Sale

1- ACCEPTANCE OF THE PRESENT GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale shall govern the business relationship between Burwood Aviation Supplies Ltd and any buyer (hereinafter referred to as the "customer") of products and/or services supplied by Burwood Aviation Supplies Ltd. These General Terms and Conditions of Sale shall apply to any offer, order or contract (notwithstanding the title of such agreement sales agreement, a purchase agreement, or a services agreement), relating to the sale of products, machinery or equipment of any kind (hereinafter referred to as the "products") by Burwood Aviation Supplies Ltd, or other services offered or supplied by Burwood Aviation Supplies Ltd.

These General Terms and Conditions of Sale are not applicable where a specific agreement relative to the supply of support services and activities exists between Burwood Aviation Supplies Ltd and the customer. In particular, any product support and conditions signed between the original equipment manufacturers supported by Burwood Aviation Supplies Ltd and the aircraft / engine / seat manufacturers or prime system manufacturers shall prevail on these General Terms and Conditions of Sale.

No terms and conditions other than those contained herein shall be binding upon Burwood Aviation Supplies Ltd unless accepted by it in writing. All terms and conditions contained in any prior oral or written communication, including, without limitation, customer's order, customer's general terms of purchase or any other commercial intermediaries, whether or not they would materially alter these terms and conditions, are hereby rejected and shall not be binding on Burwood Aviation Supplies Ltd.

Any provisions contained in any customer's documents that would be contrary to the present General Terms and Conditions of Sale and/or that would be an obstacle for their application shall be considered as useless and ineffective towards Burwood Aviation Supplies Ltd.

Upon sending any order, the customer will be deemed to have assented to all terms and conditions contained herein.

Offers by Burwood Aviation Supplies Ltd through written quotations will remain valid for the period indicated on the quotation, or thirty (30) days if no period is indicated.

2- ORDER and ACCEPTANCE OF ORDER

An order issued either from the customer or from a representative, shall only be binding on Burwood Aviation Supplies Ltd after its written acceptance by Burwood Aviation Supplies Ltd and shall constitute the commitment for Burwood Aviation Supplies Ltd to deliver the products and/or associated services in accordance with Burwood Aviation Supplies Ltd applicable prices and General Terms and Conditions of Sale.

Order confirmation can also result from the communication by Burwood Aviation Supplies Ltd to the customer of the delivery date of the products and/or associated services.

An order by the customer is the firm and irrevocable commitment to accept the delivery of the products and/or associated services, as well as to pay the price set forth in accordance with the General Terms and Conditions of Sale or the particular conditions stated in Burwood Aviation Supplies Ltd's quotation.

The minimum amount for each order shall be one hundred United States dollars (100 USD), exclusive of taxes, or any equivalent amount in foreign currency.

Where the customer has supplied insufficient or incorrect information that affects the fulfillment of any order, then Burwood Aviation Supplies Ltd shall have the right to suspend performance thereof. Burwood Aviation Supplies Ltd shall inform the customer of any problem in connection with an order due to the insufficiency or inaccuracy of information supplied by the customer, and Burwood Aviation Supplies Ltd and the customer shall agree on any consequent changes in specifications, price or delivery periods. Should no agreement be found, Burwood Aviation Supplies Ltd shall have the right to cancel the order automatically (within the meaning of "by right of law"), and the customer shall pay the sale price thereof without prejudice of further damages.

3- PRICES

3.1 Prices in force on the delivery date

Unless otherwise expressly agreed by Burwood Aviation Supplies Ltd, all sales will be charged at the prices ruling at the date of acceptance of the order by Burwood Aviation Supplies Ltd, according to the current applicable economical conditions.

The prices accepted within Burwood Aviation Supplies Ltd's acknowledgment order may be modified, within the limits of the regulations in force, if a variation of price lists occurs before the delivery date. As a consequence, any prices stated in Burwood Aviation Supplies Ltd price lists are for guidance only.

3.2 Elements covered within the prices

Burwood Aviation Supplies Ltd prices are given on an "EX-Works Burwood facilities" basis. As a consequence, any transportation and insurance associated costs remain at the customer's charge, unless otherwise agreed in writing by the parties.

The cost of any special packing or special handling caused by the customer's requirements or requests shall increase the applicable price. If the customer causes or requests a shipment delay, or if Burwood Aviation Supplies Ltd ships or delivers the products and/or the serviced products erroneously as a result of inaccurate, incomplete or misleading information supplied by the customer or its agents or employees, storage and all other additional costs and risks shall be borne solely by the customer.

3.3 Taxes and duties

The amount of any sales tax, value added tax, goods and services tax, excise tax, import duties, or other taxes or tariffs, if any, applicable to the products and/or associated services shall be added to the applicable price and shall be paid by the customer unless the customer provides Burwood Aviation Supplies Ltd with an exemption certificate acceptable to the taxing authorities.

3.4 Exclusions

The term "Exclusions" to Burwood Aviation's standard prices shall mean:

- (i) Any service costs arising from a product that has been exposed or subjected to a) Any maintenance, repair, installation, storage, operation or use by a customer which is not in compliance with Original Equipment Manufacturer technical documentation and approved maintenance program; or, b) Any accident, misuse, abuse, neglect or foreign object damage resulting in damage while in customer's possession; or, c) missing parts or replacement of parts not approved by Original Equipment Manufacturer.

Work or repair costs associated with the product that is/are determined to be Beyond Economic Repair ("BER") due to customer induced damage. Product shall be deemed BER if time and material costs exceed one hundred percent (100%) of the current Burwood Aviation Supplies Ltd spare price for such product. Burwood Aviation Supplies Ltd shall notify to the customer that the product is BER and provide him with a quotation for the related work. BER repair decisions shall be made by the customer and upon request by the customer, the product can be returned to the customer as is at its own charges or scrapped by Burwood Aviation Supplies Ltd.

Without any instructions from customer within fifteen (15) days after Burwood Aviation Supplies Ltd's notice, the product will be returned as is by Burwood Aviation Supplies Ltd at customer's expenses and Burwood Aviation Supplies Ltd will invoice the customer for the test and administrative costs.

- (ii) Any service performed on an urgent basis or product shipped on an urgent basis. In that case, Burwood Aviation Supplies Ltd will charge an extra fee of twenty percent (10%) on the quoted price or Burwood Aviation Supplies Ltd list price.

4-TERMS OF PAYMENT

4.1 Payment Terms

Unless otherwise agreed in writing by Burwood Aviation Supplies Ltd, payments shall be made within thirty (30) days from the date of invoice.

4.2 Penalties for late payments

Any total or partial delay in payment shall entail:

- ✓ an interest rate equal to three times (x3) of the British legal rate in force on the due date on the original invoiced price;
- ✓ one hundred (100) £GBP fee for the analysis and management of the file,
- ✓ Coverage by the customer of any expenses linked to this late payment, such as judicial, engaged to recover the due payment.

4.3 Consequences of payment default

Except as otherwise agreed upon before the payment is overdue, in case of late of payment, Burwood Aviation Supplies Ltd reserves the right, in addition to all other remedies available, at its sole discretion and without prior notice:

- ✓ To suspend deliveries and to refuse to honor any and all new orders until complete payment by the customer of all of its overdue accounts;
- ✓ To have any amount related to the said sale or any other associated services due by the customer immediately paid by the customer, whatever the agreed terms of payment and,
- ✓ To sue the customer for any higher actual damage

4.4 Early termination clause

In case a second defaulting payment occurs, and after a notice sent by Burwood Aviation Supplies Ltd to the customer, any customer's orders for outstanding products and/or associated services shall be automatically cancelled, without any others specific formalities.

5- RETENTION OF OWNERSHIP

5.1 Supplier shall remain the legal owner of the products and/or serviced products, object of the sale (products sold subject to retention of title), until all receivables, on whatever legal grounds have been fully paid up.

The delivery of a standby credit letter or any other titles creating an obligation to pay cannot be considered as a complete payment, the payment being realized only through the actual collection of the payment by Supplier.

The action in recovery of property of Burwood Aviation Supplies Ltd also concerns the products, if these were resold or consumed, processed, combined or mixed with goods of the customer. This action can be exercised with any of the sub-buyers. All intervention costs will be charged to the customer if and to the extent that they can not be collected from such third party.

In case of resale of the products, the customer shall include in its agreement with its buyer, the same conditions as provided in this article.

5.2 Notwithstanding this retention of ownership, the risks shall pass to the customer as from delivery of the products. The customer also becomes the legal keeper of the products and shall be responsible for holding such products in safe custody on Burwood Aviation Supplies Ltd's behalf and at its own expenses.

5.3 Burwood Aviation Supplies Ltd may apply article 5.1 above in case of outstanding due payment.

If Burwood Aviation Supplies Ltd claim retention of title either by letter with acknowledgement receipt or by simple letter given by bailiff, the customer shall immediately return to Burwood Aviation Supplies Ltd, the products handled pursuant to the sale, or inform Burwood Aviation Supplies Ltd of their actual location, at first enquiry, and allow access to the products to Burwood Aviation Supplies Ltd's or its representatives, at any time, without any limitation.



Standard Terms & Conditions of Sale

Acceptance of a warranty claim is subject to sending the claim to Burwood Aviation Supplies Ltd no more than fourteen (14) days after the alleged defect is detected. The claim must describe the defect and the circumstances under which it was detected and include information documenting that the defect was detected during the warranty period. On receipt of an RMA from Burwood Aviation Supplies Ltd the component returned for warranty consideration must be received by Burwood Aviation Supplies Ltd, or other designated party, within 21 days from the date of issue of said RMA. Failure to deliver within the 21 day period shall result in the warranty being denied and any costs incurred being recharged to the customer.

This standard warranty shall not cover normal wear and tear.

This warranty is applicable only if the product, following delivery from customer to Burwood Aviation Supplies Ltd:

- (i) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with the then current recommendations of the original equipment manufacturer as stated in its manual, Airworthiness Directives, service bulletins or other written instructions;
- (ii) has not been subject to accident, misuse, abuse, neglect, negligence, or suffered foreign object damage;
- (iii) does not contain parts not specified in the original equipment manufacturer maintenance manuals and does not contain non original equipment manufacturer approved parts;
- (iv) has not been used in a damaged state;
- (v) has its identification plate legible;
- (vi) Products have not been disassembled, repaired, or altered by the customer or any third party. This warranty does not apply to any malfunction of or damage to aviation products resulting from accident, misuse, or abuse.
- (vii) Warranty seals, locking wires etc. have not been broken.

Moreover, this warranty does not apply to any consumables including but not limited to elastomer products since these products can be affected adversely by undue exposure to heat, sun, water, ozone, or other deteriorative elements.

All costs including, but not restricted to, recertification and transportation incurred for components returned for Warranty consideration and subsequently declared "no fault found" shall be recharged to the Customer and the original exchange and or sale fees shall still apply. A \$125 handling fee will also be charged. Components that have been purchased on a sale basis shall be returned to the Customer.

Only personnel of Burwood Aviation Supplies Ltd or, when directed by Burwood Aviation Supplies Ltd, authorized Burwood Aviation Supplies Ltd agents are authorized to perform warranty obligations. To obtain performance under this warranty, and as a condition precedent to any duty of Burwood Aviation Supplies Ltd, the customer must notify Burwood Aviation Supplies Ltd to determine whether to return product to Burwood Aviation Supplies Ltd or an authorized agent.

Shipping charges must be prepaid by the customer. When Burwood Aviation Supplies Ltd repairs or replaces aviation products under this warranty, full credit for reasonable prepaid freight will be provided under presentation of the original carrier invoice.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BURWOOD AVIATION SUPPLIES LTD EXPRESSLY DISCLAIMS ANY LIABILITY FOR OTHER THAN DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USES OF PRODUCTS MANUFACTURED BY AN ORIGINAL EQUIPMENT MANUFACTURER SUPPORTED BY BURWOOD AVIATION SUPPLIES LTD OR SERVICED BY BURWOOD AVIATION SUPPLIES LTD OR BURWOOD AVIATION SUPPLIES LTD AUTHORIZED AGENTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY. ANY IMPLIED WARRANTIES WHICH MAY BE IMPOSED BY LAW NOTWITHSTANDING THIS DISCLAIMER ARE LIMITED IN DURATION TO THE ONE (1) YEAR PERIOD OF THIS LIMITED WARRANTY.

BURWOOD AVIATION SUPPLIES LTD'S LIABILITY TO CUSTOMER FOR CLAIMS RELATING TO THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THIS ORDER IS LIMITED TO THE AMOUNT PAID BY CUSTOMER TO BURWOOD AVIATION SUPPLIES LTD FOR SUCH PRODUCT OR SERVICE.

12- FORCE MAJEURE

Burwood Aviation Supplies Ltd will not be liable for any failure to fulfill an obligation under the agreement with the customer if it is prevented in whole or in part from carrying out such obligations as a result of a cause beyond its reasonable control, including any strike; act of God, lightning, storm, flood, fire, earthquake or explosion; act of public enemy, war, blockade, revolution, riot, insurrection, civil commotion; any action, inaction, demand, order, restraint, restriction, requirement, prevention, frustration or hindrance by or of any person, government or other competent authority; or embargo, unavailability of essential equipment, or other material or lack of transportation, each being an event of Force Majeure.

When Burwood Aviation Supplies Ltd is prevented from carrying out its obligations as a result of an event of Force Majeure Burwood Aviation Supplies Ltd will promptly notify the customer accordingly.

13- RECOMMENDATION BY BURWOOD AVIATION SUPPLIES LTD

The customer acknowledges that Burwood Aviation Supplies Ltd does not make and specifically negates, renounces and disclaims any representations, warranties and/or guarantees of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Burwood Aviation Supplies Ltd and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to the customer. Burwood Aviation

Supplies Ltd neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Burwood concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Burwood Aviation Supplies Ltd to make recommendations or give advice to the customer shall not impose any liability upon Burwood Aviation Supplies Ltd.

14- EXPORT CONTROL

The customer acknowledges that some of the products may be subject to export laws and regulations such as laws and regulations issued by the U.S. Department of State International Traffic in Arms Regulations (ITAR), U.S. Department of Commerce Export Administration Regulations (EAR) or any other trade control regulations from any other country. The customer acknowledges that diversion contrary to such export laws and regulations is prohibited. The customer warrants that it will not export or otherwise transmit or use any product or information relating to any product subject to export laws and regulations except if in full compliance with applicable laws and regulations.

15- INDEMNIFICATION

The customer shall defend, fully indemnify and hold harmless Burwood Aviation Supplies Ltd and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorneys' fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, customer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations (including, without limitation, customer's breach of representation regarding export control compliance, above) resulting from or in connection with the sale, transportation, installation, use, or repair of the products by the customer or of the information, designs, services or other work supplied to the customer, whether caused by the concurrent and/or contributory negligence of the customer, Burwood Aviation Supplies Ltd, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this article shall survive the consummation or termination of any transaction.

16- SET-OFF

The customer shall not be entitled to set-off any amounts due to the customer against any amount due to Burwood Aviation Supplies Ltd in connection with any transaction.

17- GOVERNING LAW AND JURISDICTION

These General Terms and Conditions of sale and any transaction performed by Burwood Aviation Supplies Ltd are governed by the laws of the United Kingdom. The UN Convention of the International Sale of Goods shall not apply.

Each party submits to the exclusive jurisdiction of the Commercial Court of the United Kingdom any dispute in connection with matters concerning these General Terms and Conditions of sale.

18- NON WAIVER

Burwood Aviation Supplies Ltd's failure to insist upon the strict performance of these General Terms and Conditions contained herein shall not be deemed a waiver of any of Burwood Aviation Supplies Ltd's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any Term or Condition hereunder shall be valid unless in writing and signed by Burwood Aviation Supplies Ltd.

19- SECRECY

Unless otherwise expressly stipulated in writing, no information provided to Burwood Aviation Supplies Ltd in connection with orders shall be regarded as confidential, unless their confidential nature is obvious.

Burwood Aviation Supplies Ltd points out that personal data in relation to the contractual relationship may be stored by Burwood Aviation Supplies Ltd and may be transferred to companies associated with Burwood Aviation Supplies Ltd.