



Standard Terms & Conditions of Purchase

1. Correspondence

All correspondence in connection with this order must be sent to the below address, quoting our Order Number on all correspondence.

Burwood Aviation Supplies Ltd,
8 Bessemer Close,
Verwood,
Dorset,
BH31 6AZ
England,

Advice Notes

Advice Notes must be sent with goods bearing our order number and applicable Part number/s, Qty's and Serial No/s if applicable.

Invoices

Invoices relating to our Purchase Order, must have clearly indicated our Purchase Order No and any relevant references applicable to the order number, and should be submitted FAO Accounts Payable Department at the above address. Any invoices sent without the relevant information will be subject to rejection.

Statements

Statements must be submitted to the Purchase Accounts Department at the above address within ten working days following the Buyer's accounting period end. The terminal dates of the Buyer's accounting period will be supplied on request.

Note: Failure to comply with these instructions will lead to delays in payment.

CONDITIONS OF PURCHASE

Unless otherwise agreed in writing these conditions constitute the only conditions upon which Burwood Aviation Supplies Ltd Limited or any company which it controls ("the Buyer") is willing to order or accept the goods specified overleaf ("goods") and/or services specified overleaf ("work") from the addressee ("the Supplier"). The provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 shall be deemed to be incorporated into this order except where inconsistent with the terms set out below when the terms of this contract shall prevail.

1. Conformity with Order

All goods shall be supplied and/or work carried out in strict accordance with the Buyer's specification(s), drawing(s), description(s) and or sample(s) and in particular with the requirements of the Buyer's quality requirements and any goods or work which do not so conform shall be rejected without cost to the Buyer.

2. Rejected Material

All rejected materials shall be debited to the Supplier's account and must be recharged when replaced. Rejected material will be returned carriage chargeable to the Supplier unless collected by the Supplier's transport within five working days after notification by the Buyer.

3. Price Variation

- a. This contract or any part of it must not be invoiced to the Buyer at different prices from those quoted overleaf unless such different prices have been previously notified to and officially accepted by the Buyer in writing.
- b. Where for any reason no price is stated on the Buyer's order overleaf the Supplier shall not invoice the Buyer until a price has been agreed by the Buyer in writing.

4. Force Majeure

Should the Buyer be prevented from taking delivery of the goods or any part thereof or from allowing work to be performed by reason of any circumstances beyond the Buyer's complete control including but not limited to industrial disputes, fire, breakdown, worldwide shortage of raw materials or official acts of government authority the Buyer may extend the time of delivery of performance for a reasonable period having regard to the effect of any such event.

5. Delivery and Inspection and Passing of Title

- a. All goods must be delivered carriage paid in accordance with the Buyer's Delivery instructions. Packing materials and containers shall be supplied free of charge by the Supplier. Should the supply of goods be delayed at any time otherwise than through Force Majeure the goods affected by such delay shall if the Buyer so insists be delivered to the Buyer at the Supplier's expense by the quickest means of transport available.
- b. Time shall be of the essence of this order.



Standard Terms & Conditions of Purchase

c. The property and risk in the goods shall pass to the Buyer when such goods have been safely off-loaded at the destination specified in this contract.

d. The representative of the Buyer shall have the right to visit the Supplier's premises at all reasonable times to inspect the goods and the quality control applied thereto and to check their progress but such inspection shall not constitute acceptance.

6. Copyright and Confidentiality

The copyright in and title to all documents supplied by the Buyer to the Supplier for the purposes of this contract shall at all times remain the Buyer's and in no circumstances shall either such documents or their contents be used or disclosed for any purpose other than that for which they were supplied.

7. Cancellation

The Buyer reserves the right to cancel this contract in whole or in part at any time by the Buyer giving the Supplier notice in writing whereupon all work shall be discontinued. In such event the Buyer will reimburse to the Supplier the cost to the Supplier of:-

- a. Work already completed by the Supplier under the terms of this order and:
- b. Necessary materials acquired by the Supplier and irrevocably appropriated to this order.

8. Indemnities

a. The Supplier shall indemnify the Buyer against all claims damages penalties costs and expenses for which the Buyer might become liable by reason of the Infringement or alleged infringement of any letters patent registered design trade-mark copyright (including Design copyright) or any other industrial property right arising out of the performance of this contract in accordance with the Supplier's specifications.

b. The Supplier shall indemnify the Buyer in respect of any loss or claim or proceedings whatsoever and any costs charges or expenses in connection therewith arising under any Statute or at Common Law in respect of any injury or damage to any person or property arising out of or in the execution of this contract except in so far as such injury or damage is caused by the Buyer's negligence.

c. Any personnel provided by the Supplier for the purposes of carrying out the work shall whilst on the Buyer's premises comply with the "Safety Rules and Regulations" in accordance with the Health and Safety at Work Act 1974 and with Buyer's rules and regulations governing the health and safety of its own employees. All such personnel provided by the Supplier shall at all times remain in the employment of the Supplier. The use of any equipment loaned by the Buyer to such personnel shall be entirely at their own risk.

9. Sub-contracting

neither this contract nor any part thereof may be assigned or sub-contracted without the prior written consent of the Buyer.

10. Health and Safety at Work Act 1974

The Supplier shall make available to the Buyer adequate information as to the use for which an article or substance has been designed and tested and of any conditions necessary to ensure that when put to that use the article or substance will be safe and without risk to health.

11. Warranty

The goods shall conform in every respect to this contract be fit for the purpose for which they are intended and be of merchantable quality and free from defects in design workmanship and materials. Any performance characteristics specified by the Supplier in any tender and or literature prepared by the Supplier shall be incorporated as a term of this contract.

12. Repairs

Repair shop agrees no repairs to be undertaken without signed approval from a Burwood authorised personnel. The repair shop agrees that no more than 10 working hours will be spent on the unit to give an evaluation without prior consent from Burwood authorised personnel. Repair shop warranties all spares and workmanship on units for a minimum period of 6 months for repaired units and for a minimum period of 12 months for overhauled units. Repair shop agrees to act based on the instructions noted on the repair order, failure to do so could result in repairs/overhauls/invoices being rejected.

13. Guarantee

Without prejudice to any other rights and remedies the Buyer may have under the terms of this contract the Supplier will remedy at its own cost any defects in design materials or workmanship which become apparent within 12 months from the date of acceptance of the goods by the Buyer (the "Guarantee Period"). In the event of any malfunction of the goods within the Guarantee Period then the Guarantee Period shall be extended for a further period of 12 months from the date the malfunction is remedied.

14. Termination for Default

If the Supplier fails to comply with any terms of this contract then the Buyer may without prejudice to any other remedies it may be entitled to enter into contract tort or otherwise.



Standard Terms & Conditions of Purchase

- a. Rescind this contract.
- b. Return the goods supplied by the Supplier to the Supplier at the cost of the Supplier.
- c. Elect to have the goods repaired or replaced where applicable by the Supplier.
- d. Repair any defects at the cost of the Supplier.
- e. Claim damages arising out of the breach of contract by the Supplier whether or not such damages were in the contemplation of the Supplier at the time the contract was made.

15. Proper Law

this contract shall be governed by the Laws of England as a contract made in England and the Supplier thereby submits to the jurisdiction of the England Courts.