

Conditions of Purchase

1. Purchase Orders

Purchase Orders are issued under cover of an official order number by the purchasing department and countersigned by an authorised signatory. Goods or services ordered by other means will not be accepted or paid for.

2. Advice Notes

All goods must be accompanied by Advice or Delivery Notes on which the order number, quantity and supplier's names are clearly shown.

3. Delivery

Time is of the essence and delivery of goods and services must be made in accordance with the terms specified on the face of the order. In the event that the contractual delivery date is not achieved the Company reserves the right to cancel the order and resource the supply from an alternative supplier. All additional costs incurred by the Company shall be borne by the defaulting supplier.

4. INSPECTION. CERTIFICATION.

Items for use on aircraft must conform to any one of the following conditions:

- a) Goods supplied from companies holding C.A.A. Inspections Approval must conform to the conditions of the Air Navigation Order and requirements of the Civil Aviation Authority, must be covered by a certified Approved Certificate EASA Form 1 and must be acceptable to our Approved Inspector on receipt at the address specified on this order.
- b) Goods supplied from the U.S.A. Export Airworthiness Approval certification in accordance with Federal Aviation Regulations, Part 21, Sub Part L and accompanied with an Airworthiness Approval Tag FAA8130-3.
Standard parts must be accompanied by a Certificate of Conformity clearly identifying the items to which the Certificate relates and stating that the items are of a quality and suitable for aeronautical purposes.
- c) Goods supplied from companies not included in the list of C.A.A. Inspection Approvals must be covered by a Certificate of Conformance together with a copy of the original Certification Documentation.
Airworthiness Approval Tag EASA Form 1 for aircraft components manufactured, overhauled, modified, repaired or inspected. For aircraft components certified prior to 1st July 1989 the C.A.A. Approved Certificate may be used.
Airworthiness Approval Tag FAA Form 8130-3 for aircraft components sourced from organisations located in the United States of America.
Standard parts must be clearly identified by the Certificate of Conformance and the statement that parts and materials are suitable for aeronautical purposes must be endorsed on certificate.
(Subject to special arrangements with our Quality Control).
- d) Aeronautical parts of United Kingdom origin must be covered by a release document certifying in the name of the company and issued under the authority of the Company Secretary or a Director that the parts were obtained from an approved source. For identification purposes such certificates must bear the serial number and date of the approved Certificate EASA Form 1 received by the supplier when the parts are supplied in accordance with C.A.A. Airworthiness Notice No.17.
Alternatively, a certified photocopy of the original Approved Certificate JAA Form 1 is acceptable or an original manufacturers certificate dated prior to July 1st 1989.

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- e) "Test equipment is to be accompanied by a Certificate of Conformity, or equivalent, stating that the item is supplied and released by a Stockist, Calibration Agency, Test House or Manufacturer Law (means in accordance with) and against test criteria which, in turn, conform to the test specification of a manufacturer holding appropriate British or International Standard(s) (eg BS5750 Part 1, 2 or 3, ISO 9001/2/3, AQAP-6, NAMAS or CAA Approval)".
- f) Lifting equipment and associated components are to conform to the Lifting Operations and Lifting Equipment Regulations 1998 together with the Provision and Use of Work Equipment Regulations 1992. A Certificate of Test and Examination Conformity clearly stating the Safe Working Load of the Specific equipment must be supplied.

5. Quantity

No quantity over and above that requested on this order will be paid for without our written authority having been obtained from us beforehand. Any unauthorised and unaccepted excess will be liable to rejection.

6. Variance

No variation to the terms and conditions of this order will be acceptable to the Company unless confirmed in writing by amendment to the purchase order.

7. Conditions of Order

- a) All items must correspond in all respects with the order and must be in good condition upon receipt, otherwise they will be liable to rejection. All such rejected items shall be replaced free of charge by the supplier within seven days.
- b) All repairs, overhauls and modification to components listed on repair orders must be carried out within accordance to the Manufacturers current Maintenance and Structured Repair Manuals.

8. Cancellation

The Company reserves the right at any time and without notice to cancel this order or any part of parts thereof and the Company shall not be liable for any loss or damage sustained by the supplier in consequence thereof.

9. Rejected Goods

Rejected goods will be returned at the supplier's risk and expense.

10. Accountancy

All invoices, advice notes and correspondence must show the number of the order, the quantity, the part number and the date of despatch and be forwarded to the Company's offices. Separate invoices must be rendered for cases and packages. In the absence of any limitation to the contrary on your advice notes it will be assumed that cases are non-chargeable and non-returnable. Charging packing cases will be returned carriage paid for full credit. Payment will be made at the end of the calendar month following the month in which the invoice is submitted.

11. Assignment

Supplier will not transfer or assign directly to any person or persons any portion of this order without the prior consent, in writing, of the purchaser.

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12. Sub-Contracting

The Company will only allow sub-contracting in accordance with the supplier's previous trade practices.

13. Patent Rights

The suppliers shall indemnify the Company against all damages, costs and expenses arising from or incurred by reason of any claims being made, or action brought for an infringement or alleged infringement of patent rights in respect of any goods supplied or to be supplied against this order.

14. Acknowledgement

Acceptance of this order shall be on the supplier's acknowledgement of order form and shall be returned to the Company not later than seven days from the date of receipt.

15. If the supplier shall fail to comply with any of the conditions to which this order is subject the order may be cancelled by immediate notice in writing to the supplier and at the supplier's expense.

16. Force Majeure

If the Company is unable to accept the goods or services for any reason beyond its control including but not limited to strikes, lockouts, fire, accidents, delays in receipt of raw materials bought-in goods or components or anything beyond the reasonable control of the Company, the Company shall suspend acceptance of the goods or services until the end of the reason given for such suspension provided that the Company shall notify the supplier within fourteen days of the commencement of such reason. During this period the Company shall not be liable to make payment to the supplier for any goods not so delivered.

17. Jurisdiction

This Contract shall be governed by and construed in accordance with the Laws of England and the parties submit themselves to the jurisdiction of the English Courts.

18. Advertising

The supplier will not without prior written consent of the Company advertise or announce or allow to be advertised or announced that the goods have been supplied in pursuance of this order.

19. Notices

Any notices or other communications sent to the supplier shall be sufficient if sent to any address notified to the Company or to the supplier's last known address.

20. Miscellaneous

If and in so far, any clause or term or part of a term shall be void or illegal under any English legislation or Common Law that term or part of the term shall to that extent only not apply but without prejudice to the rest of the term or terms.