

# GAMIT LIMITED

## TERMS AND CONDITIONS OF MATERIAL SALE

### 1. Definitions

- 1.1 "These Conditions" means the Terms and Conditions set out hereafter.
- 1.2 "The Company" means Gamit Limited.
- 1.3 "The Customer" means any person, firm, company or party which engages with the Company in the purchase, hire or provision of any kind of goods or services.
- 1.4 "Order" means each order as referred to in paragraph 2.1.
- 1.5 "The Schedule" means the Schedule to the Invoice overleaf containing specific terms for each Order.
- 1.6 "Contract of Sale" means the Invoice and Contract of Sale Form (including the Schedule) overleaf.
- 1.7 "Goods" means any goods or products including spare parts.

### 2. These Conditions

- 2.1 These Conditions shall apply to all Orders made by the Customer to the Company. All Orders are accepted only upon these Conditions.
- 2.2 Each Order which is so accepted constitutes an individually legally binding contract between the Company and the Customer.
- 2.3 Each of the paragraphs of these Conditions and every part thereof shall be separate and severable to the intent that if one paragraph or part thereof shall be unenforceable the other paragraphs of such parts thereof respectively shall be effective.
- 2.4 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in any order form or other documents or correspondence from the Customer.
- 2.5 Should any conflict arise between these Conditions and the Schedule, the terms of the Schedule shall prevail.
- 2.6 The Contract of Sale and these Conditions represent the entire agreement of the Company and the Customer and supersedes all negotiations, statements or agreements whether written or oral made prior to the date of the Contract of Sale.
- 2.7 No addition, alteration or substitution of these Conditions or of the Contract of Sale will bind the Company or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the Company's behalf.

### 3. Specification

- 3.1 All goods/services supplied by the Company shall be in accordance with any details specified in the Schedule or with any approved certificate or delivery note referred to in paragraph 5.5. No other specification, descriptive material, written or oral representation, correspondence or statements, promotional or sales literature shall form part of or be incorporated by reference into the Order.

### 4. Acceptance

- 4.1 Subject to paragraph 11. The Customer shall be deemed to have accepted all goods upon their delivery on behalf of the Company to the address specified in the Order,

### 5. Delivery

- 5.1 Unless otherwise stated in the Schedule the price quoted shall not include delivery to the address specified in the Contract of Sale provided the Company reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.
- 5.2 Any time or date for delivery given by the Company is given in good faith but is an estimate only.
- 5.3 Risk in the goods shall pass to the Customer upon delivery
- 5.4 Should the Company be unable to affect delivery due to the default of the Customer all resulting losses and expenses incurred by the Company will be borne by the Customer and payable upon demand.
- 5.5 If required by the Customer according to specific instructions, the Company will provide:
  - (i) an approved certificate with the delivery of goods and/or
  - (ii) a delivery note giving full details of the goods and their condition.

### 6. Payment

- 6.1 Unless otherwise stated in the Schedule payment of the price of the goods comprised in each consignment delivered pursuant to an Order shall be net cash on delivery.
- 6.2 Interest at the rate of 2 per cent above Bank of England base rate per month will apply to all overdue amounts owed to the Company by the Customer. Such interest charges will be calculated from the payment due date specified in the Schedule.

6.3 All prices specified in the Schedule will be honoured by the Company unless prior to the date of delivery the price(s) of any goods referred to in the Schedule shall have been increased by the Company's suppliers in which case the Company reserves the right to pass on such price increase to the Customer in addition to the purchase price.

6.4 Title to the goods comprised in each consignment shall not pass to the Customer until the Customer has paid the contract price to the Company but even though title has not passed the Company shall be entitled to sue for the price once payment has become due.

### 7. Suppliers Goods/Spare Parts

7.1 The Company will provide/obtain/order goods upon request from the Customer in accordance with specific written purchase orders submitted to the Company by the Customer or in conjunction with any repair Order.

7.2 In the event of a cancellation or withdrawal of

- (i) Any such purchase/repair order prior to delivery of the goods or
- (ii) Completion of the repair the Customer will be liable to:
  - (a) A charge equivalent to 15 per cent of the value of all goods subject of the purchase/repair order.
  - (b) All costs incurred by the Company in the repair, rechecking and certification of all such goods as are considered necessary by the Company. Subject to paragraph 11, the Customer will not be entitled to return the goods or to receive a credit or reimbursement.

### 8. Exchange Service

8.1 Where the Company's exchange is subject of an Order, the goods to be exchanged must be in a repairable condition. The Customer will be charged an additional price subject to a supplementary invoice where complete overhaul, re-assembly or major modification is found necessary to bring the exchanged goods in line with the current manufactures specification.

### 9. Services

9.1 Title to all goods provided by the Company in conjunction with the provision of any service or repair shall not pass to the Customer until the Customer has paid the contract price to the Company in respect of such service/repair and the goods.

9.2 In respect of the payment due for the provision of any service or repair pursuant to an Order the Company is entitled to a repairer's or mechanics lien over any aircraft or other goods of the Customer which may be in possession of the Company. Without prejudice to such lien the Company shall have a general lien over any aircraft or other goods of the Customer which may be in possession of the Company in respect of any sums due to the Company pursuant to the Contract for Sale or otherwise.

### 10. Force Majeure

10.1 In the event of force Majeure the Company shall not be under any liability for any failure to perform any of its obligations under the Contract for Sale and these Conditions and will be entitled to rescind the Order and terminate any obligations hereunder without any liability to the Customer.

10.2 For the purpose of this paragraph Force Majeure shall include but not be limited to Act of God, war, riot, act of Government, civil disturbances, strikes, lock outs, trade disputes, late deliveries from sub-contractors or suppliers, fire, flood, accident or any other cause beyond the control of the Company.

### 11. Guarantee

11.1 The Customer shall be deemed to accept the goods as being in strict accordance with the Schedule or the specific requirements of the Customer referred to in any approved certificate or Customer's delivery note unless within 7 days from the date of the receipt of the goods the Customer notifies the Company in writing that such goods are not in accordance therewith.

11.2 Should any rejection occur within the 7 day period the goods must be returned immediately to the Company.

11.3 Under no circumstances will the Customer be permitted itself or by authorising any party acting on its behalf to undertake any work, repair, updating, modification or overhaul of any of the rejected goods without permission of the Company.

11.4 The Company reserves the right to test such rejected goods. If the goods are found by the Company to be within specification or to have no faults then the Customer will be liable for all costs incurred by the Company in testing the goods together with a restocking charge and redelivery charge.

11.5 The Customer will pay for labour and replacement of any parts to enable an aircraft to become immediately serviceable during any period of time during which any rejected goods are being tested.

11.6 Subject to the provisions of paragraph 11.1:

(i) In respect of any main aircraft parts such as engines and APUS the Company will pass onto the Customer (as far as possible) the benefit of any warranty given to the Company by its suppliers but the Company shall not otherwise bear any liability for such main aircraft parts.

(ii) In respect of goods supplied pursuant to a repair Order or an overhaul Order as the case may be (other than main aircraft parts).

The Company shall free of charge repair, or at its option replace, defective goods, subject to their proper use by the Customer, within

- (c) 3 months from the date of delivery in the case of goods subject to being as serviceable
  - (d) 6 months from the date of delivery in the case of any goods subject to being overhauled.
- Provided that in respect of any goods subject to a repair or overhaul.

Order:

(i) Any defects in the goods which are subject to the Company's warranty shall have arisen solely from the Company's fault

(ii) Any goods subject to the Company's warranty are covered solely for work content and parts previously supplied by the repair agency concerned, and that any additional parts and labour that might be borne will be at the Customers expense.

(iii) Goods sold in an "as is" condition are excluded from any warranty whatsoever.

(iv) Where any goods are supplied to the Company by its suppliers the

Company will pass onto the Customer (as far as possible) the benefit of any warranty given to the Company by its suppliers but the Company shall not otherwise bear any liability for such goods.

11.7 The Company's liability under this paragraph 11 shall be to the exclusion of all other liability to the Customer whether contractual, tortious or otherwise for defects in any goods the subject of an Order or for any loss or damage to or caused by such goods or for any defect in the provision of any service or repair undertaken by the Company, and (subject to Condition 13) all other conditions, warranties, stipulations or other statements whatever concerning such goods or services, whether expressed or implied, by statute, common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) the Company grants no warranties regarding the fitness for purpose, performance, use, nature or merchantable quality of such goods whether expressed or implied, by statute, common law or otherwise howsoever.

### 12. Economic Loss

12.1 Subject to Condition 13. Notwithstanding anything contained in these Conditions, in no circumstances shall the Company be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatsoever the cause thereof, for:

- (i) Any loss of profit, business, contracts, revenues or anticipated savings, or (i) any special indirect or consequential damage of any nature whatsoever.

### 13. Statutory Rights

13.1 Nothing in these Conditions shall operate or be construed to operate so as to:

- (i) Exclude or restrict the liability of the Company for death or personal injury caused by reason of the negligence of the Company or of its employees or agents.
- (ii) Affect statutory rights in favour of any Customer who is a consumer.

### 14. Applicable Law

14.1 These Conditions and the Contract of Sale and the rights between the Company and the Customer shall be governed in all respects by the law of England and the parties agree to the non-exclusion jurisdiction of the English Courts or such other forum which the Company may nominate for the purpose of resolving any dispute arising between the Company and the Customer.