

Logix.Aero Limited
STANDARD TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS**

The following words shall have the following meanings unless the context of their use requires otherwise:-

“Company”	shall mean Logix.Aero Limited or one of its affiliates;
“Contract”	any contract between the Company as Seller and the Customer for the supply of the Goods or the carrying out of the Work;
“Customer”	shall include any person, firm or body corporate for whom or at whose request Work is done or services rendered or Goods supplied;
“Work”	means all the work or services undertaken or performed by the Company;
“Goods”	means all components, spare parts, goods, equipment or materials of any kind agreed in the Contract which are supplied or installed by the Company whether in connection with the Work or otherwise and the quantity and description thereof shall be as set out in the Company’s quotation;
“Customer’s Property”	means aircraft engines, components, parts and any other chattels whether in the ownership of the Customer or otherwise which are delivered into the possession or control of the Company by the Customer or under its authority or are procured by the Customer specifically for the purposes of the Work required by the Customer;
“Premises”	means the Company’s or its logistics service provider facility.

2. **CONTRACT**

- a) All quotations, purchase orders, confirmation of order, specification or other document relating to the carrying out of the Work and/or to the supply of the Goods are subject to these terms and conditions to the exclusion of all other terms and conditions. These Terms and Conditions shall supersede and replace all terms and conditions appearing or referred to on the face or on the reverse of any proposal, acknowledgement, or acceptance or any other communication issued by the Customer in connection with such Order. These terms and conditions may be varied only by agreement in writing between the parties signed on their behalf by duly authorised representatives.
- b) Quotations issued by the Company are not offers capable of acceptance so as to make a binding contract but are instead invitations to place orders subject to these terms and conditions. Any orders placed with the Company require its written acceptance before any contract arises. The Customer shall ensure that the terms of its order and any applicable specifications are complete and accurate.

- c) These terms and conditions (as varied (if at all) in accordance with sub-clause (a) above) comprise the whole Contract between the parties (save the factual information contained in a purchase order etc.) and supersede any prior promises, representations, undertakings or implications. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- d) The Company shall have the right to sub-contract any of the Work either in whole or in part.
- e) The Company is at liberty to destroy worn parts after completion of the Work or the supply or installation of the Goods unless otherwise instructed in writing.
- f) The Company reserves the right to affix its name tablets to any of the Goods unless instructed to the contrary in writing at the time of ordering.
- g) The Customer in placing any order or entering into or varying any agreement with the Company represents and warrants that the Customer has the full power, authority and legal right to execute, deliver and perform the terms of the order or Contract or variation and that the order or Contract or variation has been duly authorised by the necessary corporate action of the Customer and will continue to be a valid and binding order or agreement of the Customer in accordance with its terms.
- h) The Customer shall indemnify the Company against any claim that may be made against it arising from the Customer's lack of authority to contract for the Work or the supply or the installation of the Goods.
- i) All orders and Contracts shall be governed by the laws of England and Wales.
- j) Any notices to be given shall be in writing and sent by letter or fax addressed to the party to receive the same at its principal place of business or at such other address as such party may from time to time designate by notice complying with this clause. Notices or any communications shall be deemed to have been received:-
 - (i) if sent by pre-paid first class post two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - (ii) if delivered by hand, on the day of delivery; or
 - (iii) if sent by fax or email on a working day prior to 4.00 pm (GMT) at the time of transmission and otherwise on the next working day.
- k) The failure of the Company or the Customer in any one or more instances to insist upon strict performance or observance of one or more terms or to exercise any remedy, privilege or right shall not be construed as a waiver of any future breach of any terms or rights to enforce the same or to exercise such remedy, privilege or right.
- l) Neither party shall assign any order or Contract in whole or in part without the prior written consent of the other party.
- m) If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these terms and Conditions and the remainder of such provision shall continue in full force and effect.

3. PRICES

- a) All prices and rates quoted or agreed by the Company are based upon costs prevailing at the date of such quotation or Contract.
- b) Any quotation will only be valid for acceptance for period of (28) days provided that the Company has not previously withdrawn it. The prices and rates are exclusive of value added tax which shall be due at the rate ruling on the date of the Company's invoice.
- c) The Company reserves the right to increase prices and rates quoted by the Company at any time to the extent that there is any increase between the date of the quotation and the completion of the Work in the costs payable by the Company in the performance of the Work or in the supply of the Goods. Any such increases in costs shall thereafter be payable as if they were a specific term of the contract.
- d) Unless otherwise agreed the provision to the Company of all Customer's Property required to carry out the work is the sole responsibility of the Customer. Should, however, such Property be supplied by the Company the cost thereof (unless already accounted for in the agreed prices) shall not be included in the price of the Work and an additional charge shall be made in respect of it (together with such handling charge as the Company shall determine).
- e) Where the Work is carried out at a place other than the Premises the Company may make additional charges in respect of any expenses reasonably incurred by the Company in relation thereto.
- f) All prices and rates quoted or agreed by the Company shall apply in the case of Work performed or Goods or services provided during normal working hours. The Customer may from time to time request that Work be undertaken or Goods or services be provided on an expedited basis to meet the Customer's particular requirements and in such an event the Company shall use its reasonable endeavours to meet such requirements through working outside normal working hours. The Company shall be entitled to recover its increased costs by proportionally increasing its prices and rates in such instances.
- g) All payments to be made by the Customer shall be made without any deduction or withholding (whether in respect of setoff, counterclaims, taxes, charges, discount, abatement or otherwise) howsoever arising.

4. **TAXES**

The Customer will assume and pay and indemnify the Company against all taxes (including but not limited to withholding tax sales and use taxes but excluding any taxes relating or calculated by reference to income, profit or gains of the Company wheresoever imposed) duties, assessments, levies and fines and the costs of any customs bonds which may arise or for which the Company may be liable arising in any way out of the Contract.

5. **PAYMENT**

- a) The Customer undertakes to pay the Company for all Work, Goods or services provided within thirty days from the date of the Company's invoice in the currency specified in the invoice.
- b) If any payment that is to be made hereunder by the Customer is overdue, interest will be chargeable thereon at an annual rate of 8%, accruing on a daily basis until payment is made, whether before or after any judgment.

- c) Time of payment shall be of the essence and when any sum owed by the Customer to the Company under any Contract is overdue the Company may, at its option, without notice to the Customer and without prejudice to any other rights it may have and in particular to its rights under Clause 6 below either:-
- (i) cease further Work or the supply of further Goods or services under any Contract without liability for any loss (including loss of profit or other financial or economic loss) to the Customer until such sum (together with such interest as may be due thereon) is paid in full; or
 - (ii) terminate the Contract and any other Contract with the Customer whether or not any sums are due for payment by the Customer thereunder without liability on the part of the Company and the Customer shall pay to the Company immediately all sums due and outstanding under all such Contracts in respect of the work already carried out and the Goods, services, components, parts and other materials supplied or ordered in part execution of the Contracts together with all overhead and other costs incurred by the Company as a result of such termination.
- d) Any invoice not disputed by the Customer within 30 days after issuance will be considered as definitively accepted by the Customer. Claims received thereafter shall not be taken into consideration by the Company.
- e) In the event that the Customer disputes in writing any portion of an invoice, the Customer shall pay the undisputed amount and the Customer and the Company shall then negotiate in good faith to resolve such a dispute.

6. RISK

- a) The Goods are at the risk of the Customer from the time of delivery.
- b) Goods of the Customer which are in the possession or control of the Company or any Company service/logistics provider or subcontractor, will remain at the risk of the Customer who must insure the same with no recourse to Company.
- c) Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:-
 - (i) the Goods or Work; and
 - (ii) all other sums which are or become due to the Company from the Customer on any account.
- d) Until ownership of the Goods has passed to the Customer, the Customer shall:-
 - (i) hold the Goods on a fiduciary basis as the Company's bailee;
 - (ii) store the Goods (at no cost to the Company) separately from all other Goods of the Customer or any third party in such way that they remain readily identifiable as the Company's property;
 - (iii) not destroy, deface, obscure any identifying mark or packaging on or relating to the Goods; and
 - (iv) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all

- risks to the reasonable satisfaction of the Company. On request, the Customer shall produce the policy of insurance for the Company.
- e) The Customer may resell the Goods before ownership has passed to it solely on the following conditions:-
 - (i) any sale shall be effected in the ordinary course of the Customer's business at full market value; and
 - (ii) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
 - (iii) The proceeds of sale will be received by Customer as trustee of the Company and will be paid to the Company to the extent required to cover any debt, claim or sum due to the Company, howsoever arising.
 - f) The Customer's right of possession of the Goods shall terminate immediately if:-
 - (i) the Customer has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - (ii) the Customer suffers or allows any execution, whether legal or equitable to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contracts between the Company and the Customer or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - (iii) the Customer encumbers or in any way charges any of the Goods.
 - g) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
 - h) The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where the Customer's right to possession has terminated, to recover them.
 - i) When a company is unable to determine whether any Goods are the goods in respect of which the Customer's right of possession has

terminated, the Customer shall be deemed to have sold all Goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

- j) On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 6 shall remain in effect.

7. TITLE TO GOODS

- a) In the event that any part of the sum due under the Agreement is not paid by the Customer by the date provided in Condition 5 above the Company shall at its absolute discretion be at liberty either to recover the Goods or to maintain an action for the sum due.
- b) In the event that the Goods are sold by the Customer in such manner as to pass to a third party valid title to the Goods, the Customer undertakes to ensure that payment of all monies due to the Company is obtained before valid title passes to a third party and whilst any sums are due under Condition 5 above the Company's rights under this condition shall attach to the proceeds of sale or (without prejudice to the Customer's undertaking given above) to the claim for such proceeds and the Customer shall place such proceeds in a separate account. Nothing in this Agreement shall give rise to an arrangement whereby the Customer is the agent of the Company for the purposes of any such sub-clause.
- c) For all purposes the Customer hereby permits the Company access with such transport as may be necessary to recover the Goods wheresoever they are situated (notwithstanding that they may be attached to other goods) during normal working hours and that prior to payment the Customer shall keep the Company's Goods separate and/or identifiable for this purpose.
- d) Without prejudice to the foregoing the Company may maintain an action against the Customer for any loss and damage suffered in consequence of the Customer's failure to comply with the Agreement or to pay the sums under Condition 5 above and nothing in this condition shall confer any right upon the Customer to return the Goods delivered hereunder or to refuse or to delay payment therefore unless otherwise agreed.

8. LIEN

In addition and without prejudice to any other right or remedy the Company may have where any sum owed by the Customer under any Contract is overdue then the Company shall have an absolute right of retention and lien over any of the Customer's property which is in the possession or under the control of the Company, its agents or sub-contractors whether for the purposes of carrying out the Work or supplying or installing the Goods or otherwise. The Company may enforce such lien on the giving of 30 days' notice thereof by selling all or any items of the Customer's property in such manner as it deems appropriate and shall account to the Customer (or other person entitled thereto) for any balance remaining out of the proceeds of such a sale after all sums at the time due and owing to the Company by the Customer and the expenses of such sale have been deducted.

9. DELIVERY OR COMPLETION DATE

- a) Where a date or period has been stated for the completion of the Work or Delivery of the Goods or provision of the service this is an estimate only and the Company shall not be liable to the Customer for any loss or damage sustained by the Customer or any other party as a result of the Company's inability to comply with such date or period for completion or Delivery.
- b) Delivery takes place when the Goods are despatched by the Company using either its own vehicles or using agents or carriers or when the Goods are collected [from the Premises] by the Customer, its representative, agent or carrier.

10. SPECIFICATIONS

- a) The Company shall not be obliged to perform any part of the Work or to supply any of the Goods or services in respect of which it reasonably considers that there must be supplied to it any specifications, information or instructions or any components, parts, goods or other materials or tools or other equipment which it is the obligation of the Customer to provide until the same are available.
- b) The Customer shall indemnify the Company against all loss and expenses incurred by the Company by reason of any error, defect or omission in any specification, information, instructions, components, parts, materials or equipment supplied by the Customer or by reason of any other act or omission on the part of the Customer.
- c) If before they are available the Company performs any such part of the Work or supplied any of the Goods at the Customer's request the Customer shall indemnify the Company against all loss or damage of whatsoever kind resulting from so doing to except insofar as the same results from the wilful misconduct of the Company (and such performance or supply shall not of itself constitute for this purpose wilful misconduct).

11. PERMITS, LICENCES, CERTIFICATES AND PATENTS

- a) The Customer shall obtain any permission, permits, licences or certificates from the appropriate authorities which may be necessary in connection with the performance of the Work, any movement of Goods, tools, equipment, persons or currency and to ensure prompt payment for the Work and/or the Goods on the due date(s).
- b) The Customer shall indemnify the Company against any loss or expense to the Company arising from the failure by the Customer to obtain any necessary permission, permits, licences or certificates.
- c) The Customer shall indemnify the Company against all damages, penalties, costs and expenses arising out of any infringement of any intellectual property rights (or any claim for such infringement) involving work done in accordance with the Customer's specification or instruction (express or implied).
- d) The Customer shall remain liable for all payments due hereunder notwithstanding any delays in or failure to obtain any such necessary permissions, permits, licences or certificates and shall indemnify the Company against any loss or expense to the Company arising from any such delays or failure.

12. WARRANTY AND DISCLAIMER

- a) Where goods are supplied by the Company which are not manufactured by it the Company shall where possible assign to the Customer the benefit of any warranty it has received from its supplier
- b) The Company gives no guarantee and hereby expressly excludes all other conditions and warranties whatsoever whether statutory or otherwise including any implied warranty of merchantability or fitness for a particular purpose and the Company shall be under no liability in respect of any claim whether arising in contract or in tort for loss or damage of any kind (whether consequential or otherwise) or for personal injury (including death) caused to any person (which expression shall include all persons, firms, companies or corporations whatsoever) or for loss or damage to property by or arising out of the use of the Goods and/or services supplied by the Company, save to the extent that the death or injury of any person is caused by the negligence of the Company.
- c) The Company shall not be liable to the Customer for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. INDEMNIFICATION

The Customer agrees to indemnify and hold harmless the Company and its employees from and against all claims, liability, loss damage or expense including all counsel fees arising from or by reason of:-

- a) any injury or death allegedly caused by the use, sale, transfer or alteration of the Goods or services supplied by the Company, save to the extent that such is caused by the Customer's negligence;
- b) any damage to or destruction of any property or injury to any person or persons caused by any act or omission whether negligent or otherwise of the Customer or of any employee, subcontractor, workman, servant or agent employed by the Customer.

14. CLAIMS AND NON-DELIVERY

- a) In the case of a consignment to the Customer's designated delivery address the Customer must give written notice to the Company within 5 days of receipt of invoice if the Goods covered by the invoice have not been delivered or within 2 days of Delivery if damage or shortage is revealed otherwise the Customer shall be deemed to have accepted the Goods. Providing such advice is given the Company will use reasonable efforts to assist the Customer in obtaining proof of Delivery to the carrier in sound condition.
- b) In the case of Goods delivered in the Company's own vehicles no claims for Goods lost or damaged in transit or regarding alleged shortages will be entertained unless written notice is received by the Company within 2 days from receipt of invoices.
- c) Any Goods claimed to be defective may only be returned having first obtained a returns authorisation from the Company. Such returns should be returned carriage paid and marked with the returns

authorisation number. If such Goods are subsequently found not to be defective then a restocking charge of 20% of original price will be levied in addition to the cost of testing such Goods.

15. FORCE MAJEURE

- a) The Company shall not be liable to the Customer nor deemed to be in default for any delay or inability to meet any or all of its obligations due to acts of God or the public, enemy, civil war, insurrections or riots, fires, floods, explosions, earthquakes or serious accidents, epidemics or quarantine restrictions any act of government, governmental actions, regulations or order affecting materials (including but not limited to fuel) facilities or their use, strikes, labour disputes, slow down or interruption of work, failure to obtain parts, materials, accessories or equipment despite best reasonable efforts or any other cause to the extent that it is beyond the Company's reasonable control.
- b) the Company shall immediately notify the Customer when any events specified in (a) above occur and shall use its best reasonable endeavours to minimise the effect of such occurrences and to continue with the relevant service supply or work as soon as practicable.

16. THIRD PARTY RIGHTS

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17. GOVERNING LAW AND JURISDICTION

- a) Any Contract incorporating these terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any Contract incorporating these terms and conditions or its subject matter.