

## **Customer Terms and Conditions**

### **Terminology In these condition**

1. Company (CoTech MRO) is called "the Company" and the individual, firm, company, or other party with whom the Company contracts is called "the Customer".
2. "Services" shall include any design or other services to be provided by the Company pursuant to the contract whether in relation to the supply of goods or otherwise and where the Contract is for or includes work or work and materials, the supply of labour.
3. "Goods" means the goods, articles and materials which are supplied by the Company pursuant to the Contract as hereinafter defined.

### **General Terms & Conditions**

4. No order of the Customer placed with the Company in pursuance of a quotation or estimate given by the Company shall be binding on the Company unless and until it is accepted in writing by the Company.
5. Any contract howsoever made, between the Company and the Customer, ("the Contract") shall incorporate and be subject to these Conditions according to their provisions.
6. Any statement or representation, written or oral made or given prior to the date of the Contract is hereby excluded unless expressly incorporated therein.
7. Any terms or conditions sought to be imposed by the Customer shall not be incorporated into the Contract and shall have no effect, unless agreed to in writing by the Company.
8. The following Terms and Conditions shall govern the Contract of Sale between Company and the Customer. These Terms and Conditions shall govern the subject order to the entire exclusion of all other terms and conditions. Any other provisions that are inconsistent with these terms and conditions shall be deemed without force or effect.

### **Price**

9. Notwithstanding any offer, quotation, tender or price list; orders can only be accepted subject to the condition that goods and / or services will be invoiced at the prices ruling, in the case of goods, on the date of delivery, and, in the case of services, at the date or dates such services are performed.

### **Delivery and risk**

10. Delivery of the goods shall be made to the Customer at the place specified in the Company's acceptance of order and the risk in respect of all goods shall pass to the Customer at the time of delivery. If no place for delivery is specified or agreed, delivery shall take place at the Company's premises immediately prior to loading for despatch to the Customer. Notwithstanding such delivery, the property in and title to the goods shall not pass to the Customer as stated in the title section of this document.
11. All scheduled completion dates are estimated. Company will use its best efforts to maintain the dates specified; however, Company shall not be liable for any delay or failure in the estimated delivery or shipment, or for any damages suffered.

### **Title**

12. Until the Contract price of the goods and / or services comprised in this or any other Contract between the Company and the Customer shall have been paid or satisfied in full:-
  - a. The title to and property in the goods shall remain vested in the Company (notwithstanding the delivery of the same and the passing of the risk therein).
  - b. The Company may at any time recover and resell the goods (if in the Customer's possession or under its control) if any of the events specified in payment chapter shall occur and / or if any sum owed by the Customer to the Company under any contract is not paid on the due date for payment. For the purposes of exercising its rights under this sub-clause the Company, its servants or agents together with all necessary and appropriate transport shall be entitled to free and unrestricted entry upon the Customers premises and / or other locations where the goods are situated.
  - c. The Customer shall possess the goods as bailees of the Company.
  - d. Nothing in this Clause shall:-
    - 1) Entitle the Customer to return the goods and/or materials or to delay payment thereof

- 2) Constitute or be deemed to have constituted the Customer as agent of the Company otherwise than for the purpose of this Clause
  - 3) Authorise the Customer to give or make representations or warranty to any third party in relation to the goods which shall be binding on the Company unless the Company shall have authorised the Customer to do so in writing.
- e. The rights and remedies conferred upon the Company by this Clause are in addition to and shall not in any way prejudice limit or restrict any other rights or remedies of the Company under the Contract.

### **Retention of Title**

13. Title to goods shall remain vested in Company and shall not pass to Customer until the purchase price for goods has been paid in full and received by Company. Until title to the goods passes:
- a. Company shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the goods
  - b. Company and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the goods or any part are stored, or upon which Company reasonably believes them to be kept
  - c. The Customer shall insure the goods to their full replacement value and arrange for Company to be noted on the policy of insurance as the loss payee
  - d. Irrespective of whether title to the goods remains vested in Company, risk in the goods shall pass to the Customer upon delivery

### **Performance**

14. The Company will use its reasonable endeavours to comply with any date or dates for despatch or delivery of the goods and for the supply or completion of the services (as the case maybe) as stated in the Contract. If the Company having used its reasonable endeavours fails to despatch or deliver the goods or to supply or complete the services by such date or dates, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any direct, indirect or consequential loss or damage resulting therefrom.
15. If the Company shall be prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the forgoing) strikes, lock-outs or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered providing that in the event that the performance of the Contract shall be suspended for more than three consecutive calendar months the Customer shall be entitled by notice in writing to the Company forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract rate for all goods supplied and/or services performed and materials used by the Company to the actual date of such termination. The Company shall not have any liability to the Customer for any direct, indirect, or consequential loss or damage suffered by the Customer as a result of the Company's inability to perform its obligations under the Contract in the circumstances.

### **Acceptance**

16. Without prejudice to the Customer's rights, the Customer shall be deemed to have accepted the goods as being in conformance with the Contract and shall be bound to pay for them.

### **Force Majeure**

17. The company shall not be liable for any loss or damage resulting from delay in the completion of the work caused by labour disputes, acts of God, fires, riots, thefts, accidents, inability to obtain necessary labour, materials, components, or fuel, acts of the Government, or any other cause which is beyond the reasonable control of Company. Company agrees to notify Customer if any of these events occur.

### **Payment**

18. The time stipulated for payment shall be stated in the Contract and failure to pay within the period specified shall entitle the Company upon the expiration of seven days' notice in writing to the Customer to charge the Customer interest on any outstanding monies due, at the rate of 5% per week pending payment without prejudice to any other remedy available to the Company.
19. Unless otherwise agreed in writing the Customer shall not be entitled to set off against any monies due to the Company whether pursuant to the Contract or any other account whatsoever.

## Warranty

20. Where any goods or services (or any part thereof) are shown to the reasonable satisfaction of the Company, to be defective by faulty materials or workmanship within a period of one month from the date of their original despatch or supply, (fair wear and tear excepted) the Company at its sole option either:
- a. Deliver replacement goods and / or supply further services to the Customer free of charge
  - b. Refund to the Customer the Contract price of such goods and / or services
  - c. Require the Customer to retain the goods and / or services and grant to the Customer a reasonable allowance in respect of such defects, Provided that:-
    - 1) The Customer shall notify the Company in writing within seven days of delivery becoming aware thereof
    - 2) If so required by the Company all defective goods are first returned to the Company's premises carriage paid by the Customer:
    - 3) The goods have been properly and correctly stored and / or used by the Customer
    - 4) The liability of the Company for any such defects shall be limited as detailed in this document
    - 5) The liability of the Company for any claims for direct injury, loss or damage made by the Customer against the Company whether in Contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any defect in the goods and / or services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of the Company its servants or agents in the performance of the Contract (including without limiting the generality of the forgoing, breach of any condition or warranty whether express or implied by stature, common law or otherwise whatsoever) shall be limited in the case of any defect in the goods and / or services to the Contract price of the goods and / or services the subject of the claim and, in any other case to the total contract price payable by the Customer under the Contract
    - 6) The Customer will under its own insurance cover any claims against the company or its servant or agent and will not hold the company Liable. The Company shall not be liable for any claims for indirect or consequential injury loss or damage made by the Customer against the Company whether in Contract or in tort (including negligence on the part of the Company its servants or agents) arising out of or in connection with any such defect, act, omission, neglect or default
    - 7) the Company will not be liable for any claim arising out of the failure in service of any radio, avionic and / or electrical component or assembly or any ancillary component or assembly.

## Warranty, Materials and Workmanship

21. The warranty activation date is the date that goods / service is delivered.
22. Company warrants that all goods / services to be supplied under this contract shall be free from defects in workmanship and material for a period of one month or a specified period of operation determined on the contract.
23. Should any failure to conform to this warranty arise within this time period, Company shall correct such nonconformity by repair or, at its option, by replacement, provided that the equipment has been stored, installed, maintained, and operated in accordance with good industry practice and any specific recommendations of Company.
24. All claims must be submitted to Company during the period specified herein and during the warranty period or shall be deemed waived by the Customer. Company shall have the right to inspect the defective equipment upon request, or if such is not installed, to have it returned by the Customer. Company shall not be responsible for costs of shipping, removal or installation of any item whether supplied by Company or not.
25. This warranty applies only to components which have been installed, inspected, and maintained in accordance with the instructions for continued airworthiness, including compliance with all applicable service bulletins issued by the manufacturer. Performance of recommended inspection and maintenance must be documented by appropriate paperwork and provided if requested.
26. All new parts are covered by manufacturers' warranty only.
27. Externally sourced goods / services are warranted in accordance with the suppliers' terms and conditions and QMS.

28. This warranty is a warranty to inspect, repair or replace and not a warranty of the condition or future performance of the product which it covers. There is no other warranty, expressed or implied, specifically, but without limitation. There are no implied warranties of merchantability or fitness for a particular purpose. In no event will Company be responsible for any incidental or consequential damages or costs arising out of the failure of any engine or aircraft or part to operate properly or arising out of any breach of the warranty made herein. No person is authorised to give any other warranty or to assume any additional obligation or liability on behalf of Company.

#### **Insolvency and breach of contract**

29. In the event that:-

Any distress or execution is levied upon any of the goods or property or the Customer; or the Customer (or where the Customer is a partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors or commits any act of bankruptcy; or the Customer (being a limited company) has a Receiver appointed of the whole or any part of its undertaking property or assets or an order is made or a resolution passed or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company) the Company shall there upon be entitled without prejudice to its other rights hereunder, forthwith to suspend all further deliveries and or services until the default has been made good or to determine the Contract or any unfulfilled part thereof or at the Company's option to make partial supplies of goods and / or services. Notwithstanding any such termination, the Customer shall pay up to and including the date of termination.

#### **Severance**

30. If at any time one or more of the provisions of the Conditions becomes invalid, illegal, or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### **Collections**

31. In the event of Company reassigning any debt to a collections agency then the Customer will be held liable for any legal fees incurred.

#### **Waiver**

32. The rights and remedies of the Company under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.