

TERMS AND CONDITIONS OF SALE

1. Definitions

- (i) The term 'Buyer' shall mean the Person, Firm or Company so named in the Purchase Order.
- (ii) The term 'Seller' shall mean the Person, Firm or Company to whom the Purchase Order is issued.
- (iii) The word 'Goods' includes all goods covered by the Purchase Order whether raw materials, processed materials or fabricated products.
- (iv) 'The Contract' shall mean the contract between Buyer and Seller consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.

2. Quality

In the absence of a specification or sample, all goods supplied shall be within the normal limits of RAS Interiors Limited Approvals and Company Procedures

3. Delivery Date

The date of delivery of the goods shall be that specified in the Purchase Order unless agreed otherwise by Buyer and Seller. Seller will furnish such programmes of manufacture and delivery as Buyer may reasonably require and Seller will give notice to Buyer as soon as possible, if such programmes are or are likely to be delayed.

4. Delivery

All goods and services supplied will be delivered at the delivery point from RAS Interiors Facility, Biggin Hill Airport, Building 706, Biggin Hill, Kent, TN16 3BN, between Buyer and Seller and as specified in the Purchase Order.

The Seller will be responsible for the goods until collection of the goods or delivery of the service.

The Buyer will issue a Purchase Order on the Seller for goods and services bought.

5. Terms of Payment

Unless otherwise agreed in writing between Buyer and Seller, payment will be made upon presentation of invoice. Standard payment terms are 50% deposit with purchase order and the remainder as cleared funds upon completions. In the event of cancellation a 10% charge will be applied together with any costs incurred by RAS Interiors for upfront engineering, services or goods purchased.

Value Added Tax, where applicable, will be shown separately on all invoices as a strictly nett extra charge.

Until the price for all goods supplied (whether or not the goods are to be installed), together with all increased and additional charges if any, pursuant to these conditions, has been fully paid to this company, the buyer shall remain a Bailee only of such goods which shall remain the Company's property. The Company is entitled at any time to terminate such bailment and retake possession of and remove any goods not fully paid for, pending complete payment. The buyer shall keep all goods insured to the full value thereof and shall not sell, dispose of, or part with possession thereof and shall indemnify the Company against any loss or injury thereto, however arising.

The Company may, at its option, cancel or withhold all further deliveries under the control in the event that any debt is due and payable to it by the buyer but is unpaid or in the event that the buyer, being an individual or firm, shall become bankrupt, or being a company, shall enter into liquidation or, in the case of any such person, shall enter into an arrangement or composition with his or its creditors.

6. Price Escalation

Prices quoted by Seller (**save for any variation in any VAT rates from time to time**) will be firm for 90 days from the date of the subject quotation but then after will be subject to possible increase.

7. Interest on Late Payment

If the Buyer does not make a payment due to the Seller by the due date for payment, the Seller may charge interest to the Buyer on the overdue amount at the rate of 4% a year above the base lending rate of Barclays bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the Seller interest together with the overdue amount.

8. Loss or Damage

1. Buyer shall advise Seller and the Carrier (if any) in writing, otherwise then by a qualified signature on any Delivery Note, of any loss or damage within the following time limits:
 - (i) Partial loss, damage, defects, or non delivery of any separate part of a consignment shall be advised within 7 days of date of delivery of the consignment or part consignment.
 - (ii) Non-delivery of whole consignment shall be advised within 21 days of notice of despatch.
2. Seller will make good to Buyer any loss of or damage to or defect in the goods where notice is given by Buyer in compliance with this condition provided that Buyer shall not in any event claim damages in respect of loss of profits.

9. Force Majeure

If a delivery by Seller, or the acceptance by Buyer of a delivery, is delayed or prevented because the manufacture of the goods or their delivery to Buyers works by usual route has been or is being prevented or hindered by circumstances beyond the reasonable control of Seller, including any form of Government intervention, strikes and lockouts relevant to the Contract, breakdown of plant, delays by Sub-Contractors (but only where such delays were beyond the control of the Sub-Contractors concerned), such delivery shall be suspended, and if it cannot be made in a reasonable time after the doc date, the delivery may be cancelled by either party, by letter of cable to the other. Where more than one delivery is to be made against the Purchase Order, deliveries not cancelled will be returned as soon as the circumstances causing the delay cease, but, accept where both parties otherwise agree, the period during which deliveries are to be made will not be extended. Buyer shall pay Seller such a sum as may be equitable in respect of work performed prior to cancellation.

10. Progress and Inspection

Buyer's Representatives will have the right to progress and inspect all goods at Seller's works and the work of Sub-Contractors at all reasonable times and to reject goods that do not comply with the terms of the Contract. Seller's sub-contracts shall be made accordingly. Any inspection, checking, approval or acceptance given on Behalf of Buyer shall not relieve Seller or his Sub-Contractors from any obligations under the Contract.

11. Seller's Rights

Any specifications, plans, drawings, patterns or designs supplied by Seller to Buyer in connection with the Contract shall remain the property of Seller, and any information derived therefrom or otherwise communicated to Buyer in connection with the Contract shall be regarded by Buyer as secret and confidential and shall not, without consent in writing of Seller, be published or disclosed to any third party, or made use of by Buyer except for the purpose of implementing the contract.

12. Free inspection materials

Where Buyer for the purposes of the Contract, issues materials free of charge to the Seller, such materials will be and remain the property of Buyer. Seller will maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like to fair wear and tear. Seller will use such materials solely in connection with the contract.

13. Warranty

1. This Warranty is offered by:
the Seller to the Buyer. Any reference in this Warranty to 'equipment' includes any parts repaired or replaced under the terms of this Warranty or any spare parts supplied at any time for such equipment.
2. Seller warrants that, subject to all terms of the Warranty, the equivalent including all items thereof will conform to applicable drawings and specifications and be free from defect due to:
 - (i) Faulty material, or
 - (ii) Faulty workmanship, or
 - (iii) Faulty design on the part of Seller and/or Seller's suppliers if selected by Seller, having regard to the state of the art at the time of the design or at the time of acceptance by the Seller of the Order, whichever is later, and be fit for the intended purpose provided that prior to Seller's acceptance of the order, Buyer has disclosed to Seller the intended purpose and, on request, all particulars of installation and operation relevant thereto.

3. This Warranty shall take effect immediately after installation of the equipment in the aircraft by the Buyer and remain in force for a period of 24 months after installation, provided the date of installation is notified to the Seller within 14 days (or in the case of Spare Parts etc. for a period of twelve months from the date of issue from bonded stores provided that the date of issue is notified to the Seller within fourteen days) and relates to all such defects discovered within this period and notified to Seller within ninety days of discovery, provided the equipment has been tested, handled, stored, maintained, installed and operated in accordance with sound aviation practice including any instructions issued by Seller. This Warranty shall not extend to wear and tear more to items which have been subjected to say alterations not authorised by Seller or experimental running of any type of operation or use outside that for which the production equipment is intended nor to items from which Seller's trademark or serial number has been altered, removed or obliterated.
4. For the purpose of this Warranty an item shall not be regarded as defective in design merely because some modification or alteration thereof is required to be made after delivery of the equipment.
5. Upon receipt of a notification of a defect in the equipment covered by Seller's Warranty which becomes apparent within the aforesaid warranty period, Seller shall, without prejudice to its rights thereafter to dispute the applicability of Seller's Warranty and to recover its reasonable costs and expenses in connection therewith the event of Seller's Warranty is determined to apply, either:
 - (i) without charge replace the equipment claimed to be defective with a similar item free from defective, or
 - (ii) without charge arrange for the repair of the aforesaid defective equipment, Seller to bear transportation costs, customs and other duties incidental thereto. Such replacements or repair by Seller shall be accomplished diligently and the period of this Warranty shall be received with respect to the replaced or repaired component part of the equipment.
6. In so far as it is capable at law, the provisions of this warranty are in substitution for and exclude all express or implied statutory or other warranties, Guarantees, Conditions or liabilities (whether as to fitness, quality, standard or workmanship or otherwise) and the provisions hereof shall override any alleged representation or collateral agreement to the contrary, except such an agreement in writing signed by an authorised representative of each part hereto. Save as provided herein, Seller shall be under no liability whatsoever in sort or in contract or otherwise to Buyer at any time in respect to the equivalent or any item thereof.

14. General Conditions

No conditions submitted or referred to by Buyer when ordering shall form part of the Contract unless otherwise agreed to in writing by the Seller.

15. Arbitration

The construction, validity and performance hereof shall be governed by the Law of England and all disputes which may arise under, out of or in connection with or in relation to the Purchase Order shall be submitted to the arbitration of the London Court of Arbitration under and in accordance with its rules at the date hereof. The parties hereto agree that service of any notice in the course of such arbitration at their address as given in the Purchase Order shall be valid and sufficient.