

TERMS AND CONDITIONS

1. **Interpretation**

'BUYER' means Air Livery Ltd. 'Goods' means the goods (including any instalment of the Goods or any part of them) described in the Order.
'ORDER' means the Buyer's purchase order on the buyer's order form to which these conditions are annexed.
'PRICE' means the price of the Goods and or the charge for the Services.
'SELLER' means the person so described in the Order.
'SERVICES' means the Services (if any) described in the Order.
'SPECIFICATION' includes any patterns, drawings, designs or other information relating to the Goods or Services.
 2. **Basis of purchase**
 - 2.1 The order constitutes an offer by the buyer to purchase the goods and or acquire the services subject to these conditions.
 - 2.2 The order will lapse unless unconditionally accepted by the seller in writing within 7 days of its date.
 - 2.3 No variation to the order or these conditions shall be binding unless agreed in writing between the authorised representatives of the buyer and the seller.
 - 2.4 The seller must not subcontract any part of this order without the buyer's written consent other than the proprietary articles, standard parts, raw materials, tools and sub-letting as it is customary in the seller's trade.
 - 2.5 The contract shall be governed by the Laws of England and the buyer agrees to submit to the non-exclusive jurisdiction of the English courts.
 3. **Specifications**
 - 3.1 The quantity, quality and description of the goods and the services shall, subject as provided in these conditions, be as specified in the order and or in any applicable specification supplied by the buyer to the seller or agreed in writing by the buyer.
 - 3.2 Any specification supplied by the buyer to the seller, or specifically produced by the seller for the buyer, together with the copyright, design rights or an other intellectual property rights in the specification, shall be the exclusive property of the buyer.
 - 3.3 The seller shall not disclose to any third party any specification without the buyer's written permission. Any such specification must be surrendered to the buyer on demand.
 - 3.4 The seller shall comply with all applicable regulations and legal requirements concerning the manufacture, packaging, packing and delivery of the goods and the performance of the services including but not limited to Health & Safety and Environment.
 - 3.5 The goods shall be marked in accordance with the buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
 4. **Conditions of release for Goods and Services.**
 - 4.1 A delivery note must accompany the goods and must quote the purchase order number. Where goods are intended for use on aircraft the goods shall be accompanied by a Certificate of Conformity and must have originated from acceptable qualified manufactures or sources appropriately approved by the Airworthiness Authorities in the country of origin.
 - 4.2 Manufactures of Paint or any other wet products must retain or have access to records of manufacture/mixing of materials for a least 3 years after sale of the product. A copy of the original documentation shall be supplied if requested.
 5. **Price of the Goods and Services**
 - 5.1 The price of the Goods and the services shall be as stated in the order and unless otherwise so stated, shall be;
 - 5.1.1 Exclusive of any applicable value added tax (which shall be payable by the buyer subject to receipt of a VAT invoice) and;
 - 5.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods to the Delivery Address and any duties, imposts or levies other than value added tax.
 - 5.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.
 6. **Terms of Payment**
 - 6.1 Payment will only be made for Goods passed by the Buyer's inspection, which conform to the order.
 - 6.2 Where a service has been completed by a seller, the seller must raise an advice note detailing the service rendered and obtain a signature from the employee of the buyer responsible for approving the service rendered.
 - 6.3 The seller shall be entitled to invoice the buyer on or at any time after delivery of the Goods or performance of the Services and each invoice shall quote the Order number, the advice note number and delivery note number and shall be delivered to the address on the order.
 7. **Delivery**
 - 7.1 An advice note must be posted to the same address to which the Goods have been consigned. Advice notes must quote the Order number and state the route of dispatch, full particulars and description of the package with any identification marks or numbers.
 - 7.2 The time of delivery of the Goods and of performance of the Services is of the essence.
 - 7.3 A delivery note must accompany the Goods and must quote the Order number.
 - 7.4 The buyer shall be entitled to reject any goods delivered which are not in accordance with the contract, and shall not be deemed to have accepted any goods until the buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
 - 7.5 Rejected Goods must be replaced by the seller free of charge and within a reasonable time if requested by the buyer.
 - 7.6 The buyer shall not be obliged to return to the seller, or make payment for, or take any responsibility for any packaging or packing materials for the Goods, whether or not any Goods are accepted by the buyer save that the buyer will take reasonable care to return them if the seller requests.
 - 7.7 As time is of the essence, if the goods are not delivered or the services are not performed on the due date then, without prejudice to any other remedy, the buyer shall be entitled to deduct from the price or (if the buyer has paid the Price) to claim from the Seller by way of liquidated damage for delay, 1 per cent of the price for every week or part of a week that delivery is delayed.
 - 7.8 As time is of the essence, if delivery is delayed for 3 days, the buyer reserves the right to cancel the contract or the balance of it without redress.
 - 7.9 The buyer will not pay for excess deliveries of goods or services unless specifically agreed and will be under no obligation to return the same.
8. **Risk and Property**
 - 8.1 Risk of damage to or loss of the goods shall pass to the buyer in accordance with the contract.
 - 8.2 The property in the Goods shall pass to the Buyer upon Delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once Payment has been made and the Goods have been appropriated to the Contract.
 - 8.3 Where materials are supplied by the Buyer to the Seller for the supply of Goods or Services they will remain at the Seller's entire risk until incorporated into the finished article and delivered to the Buyer. The Seller will insure these materials to their value and any increase in value accruing in consequence of work completed.
 9. **Warranties and Liability**
 - 9.1 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
 - 9.2 The Seller shall be liable for and shall indemnify the Buyer against any liability, loss claim or proceedings whatsoever arising under any statute or common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the performance or non performance of the Seller's obligations herein referred to save to the extent attributable to any act or neglect of the Buyer or of the persons for whom the Buyer is responsible.
 - 9.3 The seller shall be liable for and indemnify the Buyer against and insure against any expense, liability, loss (including loss of profit) claim or proceedings in respect of any damage whatsoever to any real or personal property to an amount of at least £1,000,000 million for any one occurrence insofar as such damage arises out of or in the course of or by reason of the performance of the Sellers obligations herein referred to and is due to any negligence, omission or default of the Seller to any person for whom the Seller is responsible.
 - 9.4 The Seller warrants to the Buyer that the Goods are fit for the Buyers purpose and conform with paragraph 4 hereof and that any instruction as to use will be notified to the Buyer.
 - 9.5 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with these Conditions or become defective during a period of 12 months from putting into service or 18 months from delivery, whichever is the shorter then the Buyer shall be entitled;
 - 9.5.1 To require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract as soon as reasonably practicable;
 - 9.5.2 At the Buyer's sole option and whether or not the Buyer has previously required the Seller to repair the goods or to supply any replacement Goods or Services, to treat the contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.
 - 9.6 Paragraph 9.3 above also applies to repairs and replacements for a period of 12 months from date of delivery, reinstallation or passing of tests whichever is the sooner, after repair or replacement.
 10. **Termination**
 - 10.1 The Buyer and without prejudice to any of its other rights shall be entitled to terminate the contract forthwith without liability to the seller by giving notice to the Seller at any time if the seller becomes insolvent.
 - 10.2 Without prejudice to the buyer's rights under clause 10.3 the buyer may terminate all or any part of this contract if the buyer determines that a termination is in the buyer's interest. The buyer and seller will agree upon an equitable adjustment of the price specified on the face of this order provided:
 - 10.2.1 Such adjustment shall not exceed the price specified on this order.
 - 10.2.2 No amount will be allowed for the seller's anticipated profit for performance not rendered.
 - 10.2.3 The seller notifies the Buyer of intent to submit a claim for adjustment within thirty (30) days from date of termination.
 - 10.3 The buyer may terminate all or any part of this contract without liability to the seller provided such notice is given prior to 7 days of the contract commencement date of goods delivery date.