



A E R O S P A C E   S U P P O R T   A S S O C I A T E S   L T D

## Standard Terms and Conditions of Sale and Services

### 1. Definitions

**AR** means the condition of a component that had been removed from an aircraft without any accompanying paperwork declaring airworthiness.

**ASA** means Aerospace Support Associates

**As Is** means ASA is offering a component in its current condition with no additional guarantee or warranty irrespective of faults that may arise.

**BER** means the Component is considered beyond economic repair. Considered 60% of fair market value unless otherwise stated.

**Business Day** means Monday to Friday excluding public holidays in England when the banks in the City of London are open for business.

**CMM** means the Component Maintenance Manual.

**Consumables** – Components that are single use and non-repairable

**Contract** means the agreement commencing when the Quotation sent by ASA is accepted by the Customer, accompanied by the Customer's Purchase Order and then subsequently accepted via a Sales Acknowledgement or invoice from ASA, under these Terms and Conditions of Sale (Terms and Conditions).

**Customer** means the company or entity purchasing Components from ASA or subcontracting work to ASA.

**EUC** mean End User Certificate referring to a document confirming a end-user and address in writing.

**EX-Works** means the seller has fulfilled its obligation when the goods are made available to the buyer and packaged appropriately at the seller's location. The buyer is responsible for logistical requirements to reach the required destination.

**LE** means a Component that is life expired.

**NE** means a new Component.

**NS** means a component that has not been fitted to aircraft since manufacture but does not have full trace paperwork back to OEM

**OEM** means the original equipment manufacturer.

**OH** means the condition of a Component which has been refurbished in accordance with the instructions defined in the CMM supplied by the OEM by EASA or FAA 145 organisation and are sold with attached EASA Form One and/or FAA Form 8130-3 certificate declaring Overhauled.

**RP** means the repair of a component to a Serviceable condition in accordance with the applicable CMM.

**SV** means serviceable where the condition of a Component is airworthy and holds a valid certificate issued by an approved organization by the appropriate aviation authority.

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ASA-TCSS-001 Rev1 QMF 83/2



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## Standard Terms and Conditions of Sale and Services

### 2. Application of Terms and Conditions

**2.1** These Terms and Conditions shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.2** Any unique conditions relating to an Order for the supply of components or services must be agreed between ASA and the customer and accompanied with acceptance in writing. Any special condition conditions agreed by both parties will take precedence over these terms and conditions in respect to that order only.

### 3. Quotations

**3.1** Prices are subject to change at any time.

**3.2** Quotations provided by ASA are valid for a period of 30 (thirty) days from the date of the Quotation. Validity can be extended at the customer's request however this is subject to prior sale in which the quotation will be withdrawn by ASA without requiring formal notification to customer.

**3.3** By submitting a Purchase Order against the Quotation the Customer fully acknowledges and understands that these Terms and Conditions shall apply to the purchase of the Components or services and take precedence over any terms and conditions outlined on the purchase order unless otherwise agreed as per clause 2.2

**3.4** All prices for Components are exclusive of all taxes, duties, tariffs, import or export charges, levies, imposts, penalties, interest or other similar charges (including, without limitation, value added tax, sales tax, withholding taxes and any transfer tax), transportation and insurance which shall be paid by the Customer and which the Customer undertakes to pay without delay. Should ASA be required to pay any such taxes or duties on behalf of the Customer the Customer shall reimburse ASA.

**3.5** A Hazardous Packing Fee will be applied to any order where applicable, additional costs will be provided at the time of quotation.

### 4. Purchase Orders

**4.1** The Customer is solely responsible for ensuring the accuracy of any Purchase Order supplied to ASA. ASA is not liable for any circumstances the customer may experience resultant from an incorrect purchase order.

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ASA-TCSS-001 Rev1 QMF 83/2



## Standard Terms and Conditions of Sale and Services

**4.2** The Purchase Order shall only be accepted when ASA either confirms acceptance of the purchase order in writing or upon supplying a sales order acknowledgement. At which point only, shall a contract come into existence. ASA is not contractually bound by any terms or conditions until the contract has been made resultant from purchase order acceptance.

**4.3** ASA enforce a minimum purchase order value of \$100.00 (USD) and therefore reserve the right to either reject the purchase order or impose a “minimum order charge” to cover the deficit increasing the value of the order to the required 100.00 (GBP).

## 5. Cancellation

**5.1** The Customer is at no point permitted to cancel the Contract without the prior written consent of ASA. Any cancellations will be authorized and confirmed in writing.

**5.2** Any cancellations agreed by ASA, irrespective of the timeframe between contract existence and cancellation, may be subject to a restocking fee of up to fifty percent (50%) of the price outlined on the quotation plus any additional incurred costs to ASA due to cancellation.

## 6. Delivery of Components

**6.1** Unless stated in the Quotation or agreed as per clause 2.2, The default service for delivery of the Components shall be EXW (Ex-Works) (INCOTERMS 2020).

**6.2** Any lead times and dates provided within the Quotation are purely for estimating delivery only. ASA is not liable for any costs incurred to the customer by late delivery.

**6.3** If ASA undertake insurance and transport of the Components beyond the point of Delivery at the site of the component location or ASA site, such costs shall be payable by the Customer's account and shall not affect the provisions of the Contract as to the passing of risk.

**6.4** If the Customer does not enable or prevents ASA from meeting any of its contractual obligations resultant from a purchase order or otherwise, ASA reserve the right to invoice for the full amount outlined within the quotation or purchase order as though full delivery was made.

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ASA-TCSS-001 Rev1 QMF 83/2



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**6.5** The Customer shall promptly provide notice to ASA of any instances of nonconformance such as paperwork discrepancies, evident defects or damage to the Components within ten (10) business days. ASA will consider the contractual obligations fulfilled and accepted by the customer if notice is not written or verbal notice is not provided.

**6.6** For any deliveries that include dangerous goods, ASA reserve the right to request a EUC before committing to a delivery.

### 7.Payment

**7.1** The customer may at any time request credit terms or a credit increase , subject to satisfactory credit references. ASA reserve the right to reject a customer request for credit terms for the first five (5) orders.

**7.2** ASA shall render to the Customer invoices showing the sums due outlined on the quotation. All payments due shall be made by the Customer in the currency and to the bank account and within the time period for payment as detailed on ASA Invoice Payment Date. The customer understands that the prompt payment against the invoice payment date is of the highest priority.

**7.3** Without prejudice to ASA's rights if the Customer fails to make the full payment within ten (10) business days after the Payment Date, ASA reserve the right (without prejudice to any other rights or remedies which may be available to ASA) forthwith to terminate or suspend fulfilling deliverables on all further contracts until such default is cleared. Any additional costs and expenses incurred by ASA as a result shall be borne by the Customer.

**7.4** Without prejudice to any other of ASA' rights or remedies the Customer shall in addition to payment of the price pay interest at the rate of 4% per annum above the Base Lending Rate from time to time of the Bank of England on any sum remaining unpaid after the Payment Date until the actual date of receipt by ASA of the payment, such interest being calculated on a daily basis. The Customer shall reimburse all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

**7.5** The customer is solely responsible for ensuring that payment is made into the correct bank account and in the correct currency. Any payments made by the customer to the incorrect bank account or in the incorrect currency are solely the responsibility of the customer and as such, does not interfere with clause 7.2.

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ASA-TCSS-001 Rev1 QMF 83/2



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### 8. Warranty

**8.1** For any sale components that are sold in NS, BER, LE, "As is", AR or otherwise not certified as airworthy, ASA provides no warranties or guarantees in relation to the quality, condition or fitness for any purpose.

**8.2** ASA will provide the following warranties unless otherwise specified in writing before purchase order acceptance:

- (i) For NE Components, a warranty of 12 months from the date of Delivery or the remaining balance of any warranty given to ASA, whichever is greater;
- (ii) For OH Components, ASA will provide a warranty of 6 months from the date of Delivery and covers workmanship only;
- (iii) For SV Components which is classified as Serviceable, ASA will provide a warranty of 3 months from the date of Delivery and covers workmanship only.

**8.3** If any of the Components do not conform with the warranty in Clause 8.2 or are consumables, ASA will repair or replace such Components (or the defective part) subject to a successful warranty claim.

**8.4** Any warranties outlined in clause 8.2 is void if any of the following conditions are met:

- (i) The component has not been stored, maintained, installed, operated and used in accordance with the CMM or subjected to customer induced damage.
- (ii) The component has been fitted to an aircraft has been subjected to misuse nor involved in an incident.
- (iii) Any defects that arise resultant from abnormal working conditions not considered fair wear and tear.

**8.5** ASA is not responsible for costs of fit or removal from an aircraft.

**8.6** Title to the Components or any parts are returned to ASA by the Customer under warranty which results in replacement pursuant to the terms of this warranty.

**8.7** ASA is not obligated to consider warranty claims where the customer has failed make payments in accordance with any conditions outlined under clause 6.

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**8.8** The provisions of this warranty represent the entire liability of ASA, its officers, employees and agents with respect to any matter arising out of or in connection with the quality or condition of the Components any part thereof, and all other warranties, guarantees, terms, conditions, representations or liabilities (whether for direct, indirect or consequential loss or damage or otherwise) as to quality, description, standard of workmanship, condition, fitness for purpose or otherwise (whether express or implied by statute or common law) are hereby excluded to the fullest extent permissible at law.

**8.9** In the event of a rejected warranty claim the customer is liable for all costs incurred to ASA resultant from processing the claim.

## 9. Limitation of Liability

**9.1** Nothing outlined within this Agreement shall limit or exclude the liability of ASA for death or personal injury caused by its negligence or the negligence of its employees, or fraud or fraudulent misrepresentation.

**9.2** The total liability of ASA in contract, tort (including negligence), misrepresentation or otherwise shall be limited to the value of the Component and in no event shall ever exceed the price paid for the Components.

**9.3** ASA shall not be liable to the Customer whether in contract or in tort (including but not limited to negligence) or for breach of statutory obligation or otherwise for any loss of profits (direct or indirect), operational disruption, loss of sales, loss of use, loss of opportunity, loss of goodwill and loss of turnover and whether arising directly or indirectly out of or in consequence of any act, default or omission of ASA, and ASA shall not in any circumstances be liable for any losses, actions, claims, proceedings, judgements, damages, compensation, obligations, injuries, costs and expenses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law to the Customer is hereby excluded except to the extent that such exclusion is prohibited by law.

## 10. Indemnity

**10.1** The Customer will on demand indemnify ASA and its affiliates and subsidiaries, (including their respective agents, directors, employees, officers, shareholders, subcontractors, successors and assigns) in full against all losses, liabilities, actions, claims, proceedings, judgements, damages, compensation, obligations, injuries, costs, and expenses (including legal costs and expenses) of whatever nature suffered by ASA to the extent that the same are caused or related to the provision of the Components or other services pursuant to this Contract. This indemnity includes (but not limited to) the storing, maintaining, fitting and use of components.

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**10.2** This indemnity shall continue in force notwithstanding termination for whatever reason of the Contract

### 11. Termination

**11.1** Without limiting any rights or remedies ASA reserve the right to terminate the contract without written warning based on any of following:

- (i) The customer commits an act of bankruptcy and takes any steps relating to administration
- (ii) It is the belief of ASA that the customer will not be able to fulfil their obligations on the contract based on the customers deterioration of financial resources.

**11.2** In addition to any right of lien to which ASA may be entitled, ASA shall in the event of the Customer's insolvency or bankruptcy be entitled to a general lien on all items of or attributable to the Customer in ASA's possession (notwithstanding that such items or any of them may have been paid for) for the unpaid price of any Components or other items sold and delivered to the Customer by ASA under any other contract.

### 12. Confidentiality

Both the subject matter and the terms and conditions of the Contract shall be treated by the Customer as confidential and shall not without ASA written consent be divulged to any other person or organisation.

### 13. Sub-Contracting

ASA reserves the right to sub-contract its obligations under the Contract or any part thereof.

### 14. Export License Legislation Compliance

The Customer shall not (directly or indirectly) sell, transfer, or assign any Part received pursuant to this Contract to any person or organization that is the subject of any sanctions or embargoes or restricted end-user (as identified by the USA, United Kingdom, the European Union or the United Nations), or to any territory or country subject to comprehensive international trade restrictions without prior applicable government authorization or license. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Components into the country of destination and for the payment of any duties or tariffs.

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