



Standard Terms and Conditions of Purchase & Services

1. Definitions

1.1 In these Conditions:

“Acceptance” means written acceptance of the goods and/or services by ASA in outlined within the purchase order. Where acceptance is not expressed by ASA, goods and/or services shall be deemed accepted, automatically occur 30 days after delivery of the goods following inspection/ or performance review of services unless the goods and/or services are rejected by ASA and notified to the supplier;

“Airworthiness Directive” means legally enforceable rules issued by the FAA/EASA or relevant aviation authority in accordance with 14 CFR part 39 to correct an unsafe condition in a product. 14 CFR part 39 defines a product as an aircraft, aircraft engine, propeller, or appliance;

“Certificate of Conformity” means a document or endorsement on a document (e.g. advice note etc.) certifying that the goods and/or services supplied comply in all aspects defined within the order and specification;

“Conditions” means the standard terms and conditions of purchase set out in this document and the special conditions that shall apply equally with these conditions except where there is inconsistency, the special conditions shall prevail.

“Contract” means these conditions, any special conditions, the specification and the order for the sale and purchase of the goods and/or services;

“Counterfeit Material” means any item that bears any mark indicating a false origin or conformity to a standard the item does not meet or which is supplied as new but has been used or any unauthorized imitation, copy or any material that has been modified without appropriate authorization;

“Delivery Address” means the address stated on the order;

“Goods” means the goods, technology, services and technical data to be supplied to ASA in accordance with the order;

“INCOTERMS” means the international chamber of commerce terms published at the date of order acceptance;

“NE” means a new Component;

“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;

“Order” means the purchase order places by ASA with the supplier for the supply of goods and/or services;

“Packing Instructions” means the packing instructions specified in the order;

“Price” means the financial cost of the goods and/or services as defined in accordance with condition 6.

“Prohibited Act” means an act described under section 1, 2, 6 or 7 of the bribery act 2010, which constitutes or can be considered an offence against the aforementioned sections;

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“Services” means the services (if any) to be provided by the supplier to ASA in accordance with the order;

“Service Bulletin” means a document used by manufacturers of aircraft, their engines or their components to communicate details of modifications which can be embodied in aircraft.

“Special Conditions” means the special conditions as defined on the front of the order;

“Specification” means any plans, drawings, data or other information relating to the goods and/or services references within the order;

“Supplier” means the organisation and/or entity supplying the goods and/or services defined on the order;

“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;

“Tools” means all equipment tools, patterns, mould, jigs, drawings, specifications and data supplied or funded by ASA or supplied to ASA pursuant of the order.

1.2 Any reference in these conditions to a statute or a provision shall be construed as a reference to that as amended, re-enacted or extended from time to time.

1.3 The headings in these conditions are for reference and in no way impact their interpretation.

2. Basis of Purchase

2.1 The order constitutes an offer by ASA to purchase the goods and/or acquire the services subject to these conditions.

2.2 These conditions shall apply to the contract to the exclusion of any other terms and conditions on which any quotation has been provided to ASA including any terms and conditions which the supplier purports to apply under or endorsed on, delivered with, or contained in the suppliers invoice, delivery notice or other document other than special conditions of which must be pre-agreed and authorized by ASA in writing.

2.3 Any order placed by ASA shall be treated with the upmost confidence and the supplier shall not make use of ASA’s name or any of ASA’s customers for publicity without prior written consent from ASA.

2.4 No variation to the order or these conditions shall be binding unless agreed in writing by ASA.

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3. Inspection and Testing

3.1 ASA or any assigned representative shall be entitled to inspect and test goods during their manufacture, processing or storage at the premises of the supplier or any third party prior to dispatch, the supplier shall provide ASA with all facilities required for inspection and testing. Such inspection shall not constitute as acceptance by ASA and does not relieve the supplier of any of its responsibility and/or obligation to fulfill the order, whether implied or expressly stated.

3.2 If as a result of inspection or testing, ASA is not satisfied that the goods will comply in all respects with the order, and so informs the supplier, at no additional cost to ASA, the supplier shall take the necessary steps to ensure compliance prior to dispatch.

4. Delivery

4.1 The goods shall be delivered to, and the services shall be performed at, the delivery address on the date or within the period stated in the order, in each case, during usual business hours for the delivery address;

4.2 All goods shall be delivered in accordance with the DDP Incoterms 2010 unless a different Incoterm is specified in the order;

4.3 Time is of the essence for the delivery of the goods and the performance of services.

4.4 The goods shall be marked pursuant to the requirements of the order and any applicable regulations or requirements;

4.5 A packing note quoting the number of the order, the item number on the order and stating description and quantity of goods must accompany each delivery or consignment of the goods and must be displayed prominently.

4.6 If the goods are to be delivered, or services are to be performed, by instalments, the order will still be treated as a single contract and not severable. ASA will not be required to accept part or short delivery.

4.7 The supplier shall provide ASA with any instructions or any other information required to enable ASA to accept delivery of the goods and/or performance of the services prior to or upon delivery.

4.8 When the supplier specifies that the packaging or packing material is to be returned to the supplier, ASA are not under any obligation to return packaging or packing material unless supplier agrees to cover cost of return.

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5. Risk & Property

5.1 Risk in the goods shall pass to ASA upon delivery to delivery address.

5.2 Title in the goods shall pass to ASA upon delivery, unless part or all payment for the goods is made prior to delivery, unless part or all payment for the goods is made prior to delivery, in which case title shall pass the ASA once payment in made.

6. Price

6.1 The price shall be stated in the order and shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods to the delivery address and any tariffs, duties, import charges or levies unless otherwise agreed by ASA.

6.2 No increase in the price may be made (whether or account of inflation, increased material and/or labor/ transport costs, fluctuation in rates of exchange or otherwise) without ASA's prior written consent.

6.3 ASA shall be entitled to any applicable discount for prompt payment, bulk purchase or volume or purchase customarily granted by the supplier, whether shown on its own terms and conditions of sale.

7. Terms of Payment

7.1 The supplier shall submit invoices to the address stated on the order after delivery of the goods or the performance of services unless ASA has agreed to pre-payment terms.

7.2 Every invoice shall include the following information: Order number and the order item number; goods and/or services to which it relates; suppliers VAT number; Suppliers bank account number, sort code and invoice address; invoice number; date of the invoice, delivery address, price and the total amount due; and any other information reasonably required by ASA.

7.3 ASA may reject any invoice that does not include the information set out in Condition 7.2

7.4 Payment by ASA shall be 30 days from the end of the month (unless otherwise stated within the order or agreed in writing by ASA) in which the invoice is received. No payments shall be made until the goods and/or services have been accepted.

7.5 ASA shall be entitled to set off against the price any sums that are owed to ASA by the supplier.

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7.6 If ASA does not make a payment against a correctly submitted invoice within the period stated in Condition 7.4, the supplier may charge interest on such late payment at a rate no greater than 4% per annum above the Bank of England's base rate calculated on a daily basis commencing 14 days from the date on which payment was overdue provided that the supplier has given 14 days written notice to ASA that such payment is overdue.

8. Quality of Goods and Liability & Warranty

8.1 The goods and/or services shall be of satisfactory quality and fit for purposes they are designed to fulfill and for any purpose held out by the supplier or made known to the supplier in writing; be free from defects in design, material and workmanship; be free from any counterfeit material; correspond with any relevant specification; confirm in all aspects of the order; and, where applicable, comply with the latest applicable airworthiness directives & service bulletins.

8.2 Without prejudice to any other rights ASA may have whether implied by statute or otherwise, the supplier shall, at ASA option, repair, replace or refund the cost of the goods which are or become defective within a period of 6 months for SV, 12 months for OH, or the manufacturer's warranty for NEW parts.

8.3 The supplier warrants to ASA that the services shall be performed by appropriately qualified and trained personnel, with due skill, care and diligence and to such a standard of quality as it is reasonable for ASA to expect in all the circumstances and will comply with all applicable regulations and other legal requirements concerning the performance of the services.

8.4 These conditions shall apply to any repaired or replacement goods and/or services supplied by the supplier.

8.5 The rights and remedies set out in these conditions are in addition to the rights and remedies available to ASA in respect of the statutory conditions relating to description, quality, fitness for purpose implied into these conditions by statute (including without limitation the sale of goods act 1979).

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9. Right to Reject

9.1 Without prejudice to any other remedy, if any goods or services are not supplied or performed in accordance with the contract or do not comply with the order, then ASA shall be entitled to reject any goods delivered or services provided and shall not be deemed to have accepted any goods or services until ASA has had reasonable time (in any event no more than 30 days) to inspect them following delivery of goods or provision of services or in the event of latent defect, not more than 30 days from when the latent defect becomes apparent. ASA shall notify the supplier of its intention to reject delivered goods or provided services giving 7 days' notice for the supplier to collect any rejected goods. After the seventh day if the supplier has failed to collect the goods, ASA at its discretion are entitled to return the goods to the supplier at the suppliers cost and recover any additional expenses reasonably incurred by ASA resultant from rejected goods and/or services.

9.2 The risk in any rejected goods shall revert to the supplier with effect from the date of ASAs rejection notice but the title therein shall only revert to the supplier once the supplier has complied with its obligations under condition 9.1.

10. Indemnity

10.1 The supplier shall indemnify against all liability, loss, damage costs and expenses (including legal expenses on an indemnity basis) awarded against or incurred or paid by as a result or in connection with any: breach of any warranty given by the supplier the supplier in relation to the goods or the services; claim that the goods infringe, or their importation, use of resale, infringes, the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by ASA; liability under the sale of goods act 1979 in respect of the goods; act or omission of the supplier or its employees, agents or sub-contractors in supplying, delivering and installing the goods; act or omission of any other suppliers personnel in connection with the performance of the services.

11. Compliance with Laws and Regulations and other Requirements

11.1 The supplier warrants and undertakes (without prejudice to the other provisions of this contract) that at the date of each order it complies and will, for the duration of the order, continue to comply with all relevant statutes, statutory rules, orders, directives, regulations and all relevant UK and EU industry standards (each as may updates from time to time) which apply are in force at the date of delivery of the goods including but not limited to:

11.1.1. the requirements of ISO 9001 and ISO 14001;

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11.1.2. all relevant health and safety (including CE marking) and environmental regulations including (i) the waste electrical and electronic equipment regulations; (ii) Regulation EC No 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (the REACH regulations)

11.1.3. the Montreal Protocol (the supplier will also identify to ASA that are controlled by the same);

11.1.4. the 2010 Dodd-Frank Wall Street Reform and Customer Protection Act and the U.S Securities exchange Commission 2012 Final Rule in relation to the procurement of conflict minerals;

11.1.5. the requirements of the Modern Slavery Act 2015.

11.2 On delivery, the supplier shall provide all data required to comply with the regulations at no cost to ASA including, but not limited to, the provisions of safety data sheets and the provision of signed and dated REACH and RoHS declaration substances within the remit of the REACH regulations and/or RoHS regulations (at no cost to ASA). ASA reserve the right to cancel any order where REACH and RoHS compliance is not achievable.

11.3 Following request from ASA, the supplier shall provide a full material declaration form.

11.4 The obligations on the supplier in conditions 11.2 and 11.3 apply for the duration of the order and for a period of ten (10) years after the order has been completed and the supplier shall also during that period, following a written request by ASA, update that information to reflect any changes in the regulations (including but not limited to the addition of further substances to the candidate list, Annex XIV or the restricted list of the REACH regulations and additional substances being added to the RoHS regulations).

11.5 Further, the supplier shall promptly following a request from ASA, provide evidence of it's compliance to an auditable process that ensures that the regulations and being complied with and grant ASA, its representatives and/or any regulatory authority (having jurisdiction) reasonable access (at ASA cost, except in the case of regulatory audits) to audit the suppliers compliance.

11.6 The supplier shall inform ASA as soon as possible of:

11.6.1. changes in product, process, suppliers and manufacturing location; and

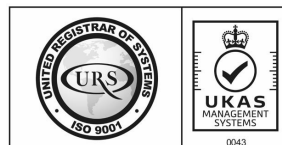
11.6.2. any nonconformance that may affect goods already delivered, in respect of REACH regulations or RoHS regulations. If the supplier delivers non-conforming products, ASA may at its option and at the seller's expense (i) require the supplier to promptly correct the goods; (ii) return the goods for credit or refund; (iii) correct the goods; or (iv) obtain replacement goods from another source. Return to the supplier of defective or non-conforming goods and delivery to ASA of corrected or replaced goods shall be at the supplier's expense.

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11.7 The supplier shall keep on file for a period of at least ten (10) years from delivery, all documents and certifications concerning the goods supplied to ASA.

12. Termination

12.1 ASA shall be entitled to terminate this contract in respect of all or part of the goods and/or services by giving notice to the supplier at any time prior to delivery or performance, in which event ASA's sole liability shall be to pay a fair and reasonable price for all goods delivered or services provided on or before the date when such notice is given but in no event shall such payment exceed the value of the order. If no goods have been delivered, ASA is not liable for any cost regardless of costs incurred to the supplier resultant from order cancellation and subsequent contract termination.

13. Sub-Contracting

13.1 The order is personal to the supplier and the supplier shall not, without the prior written consent of ASA, assign or transfer to any other person any of its rights of obligations under this contract.

13.2 The supplier shall remain liable for the fulfillment of its obligations under this contract notwithstanding any sub-contracting of such obligation.

14. Waiver

14.1 No waiver by ASA of any breach of this contract by the supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Severability

15.1 If any provision of this contract is held by any competent authority to be invalid or unenforceable in whole or in part, the remainder of the provision shall remain in force.

16. Export Controls

16.1 The supplier warrants that all export classification information provided by the supplier to ASA in respect of the goods and services are complete, true and accurate and that performance of the supplier's obligations under this contract and the use of the goods or services by ASA or its customers will not contravene any applicable import or export control regulations under this contract and the use of the goods or services by ASA or its customers will not contravene any applicable import or export control regulations.

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16.2 The supplier shall ensure that all necessary import and export licenses are always maintained. Should such license or authorisation be withdrawn, expire without being renewed or be no longer valid due to any act of omission on the supplier part, ASA reserves the right to terminate the contract without cost to ASA.

17. Governing Law and Disputes

17.1 The contract shall be governed, construed and take effect in accordance with the laws of England and Wales.

17.2 Any dispute arising out of or in connection with this contract shall be finally settled under the rules of arbitration of the ICC by one of more arbitrators appointed in accordance with the said rules of arbitration. The place of arbitration shall be London, United Kingdom and the language to be used in the arbitral proceedings shall be English. In all other respects this contract and all matters arising in relation to it shall be subject to the exclusive jurisdiction of the English courts.

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