

## AEROTEK AVIATION ENGINEERING– TERMS AND CONDITIONS (“CONDITIONS”)

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Aerotek:** Aerotek Aviation Engineering Limited registered in England with company number 2992181.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Contract:** the contract between Aerotek and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer Item:** any item provided by the Customer for the purposes of Aerotek carrying out the Services, including any aircraft or part.

**Deliverables:** the deliverables set out in the Order produced by Aerotek for the Customer.

**Delivery Location:** has the meaning given in clause 3.4.

**Force Majeure Event:** has the meaning given to it in clause 13.1.

**Goods:** the goods (or any part of them) set out in the Order.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of Aerotek's quotation.

**Services:** the services supplied by Aerotek to the Customer as set out in the Order.

#### 1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email but not fax.

### 2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Aerotek issues written acceptance of the Order at which point the Contract shall come into existence.
- 2.3 Any drawings, illustrations, descriptive matter or advertising issued by Aerotek are issued for the sole purpose of giving an approximate idea of the Services and/or Goods described in them and shall not have any contractual force.
- 2.4 These Conditions 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.
- 2.5 Any quotation (and any amendment to any quotation) given by Aerotek shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

### 3. Goods

- 3.1 The Goods are described in the Order.
- 3.2 To the extent that the Goods or Services are to be provided in accordance with any specification supplied by the Customer, the Customer shall indemnify Aerotek against all liabilities, costs, expenses and losses incurred by Aerotek arising out of any claim made against Aerotek for actual or alleged infringement of a third party's intellectual property rights.
- 3.3 Aerotek reserves the right to amend the Goods' specification if required by any applicable statutory or regulatory requirement.
- 3.4 Unless otherwise agreed in writing between the parties, the Customer shall collect the Goods from Aerotek's premises (**Delivery Location**) within 30 days of Aerotek notifying the Customer that the Goods are ready. Delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.
- 3.5 Any dates quoted for delivery of the Goods are approximate only, and Aerotek shall not be liable for any delay in delivery of the Goods.
- 3.6 If the Customer fails to take delivery of the Goods within 10 days of Aerotek notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Aerotek's failure to comply with its obligations under the Contract in respect of the Goods:
  - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the tenth day following the day on which Aerotek gave notice; and
  - (b) Aerotek shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses.
- 3.7 If 30 days after Aerotek notified the Customer that the Goods and/or any Customer Item were ready for delivery the Customer has not taken delivery of them, Aerotek may resell or otherwise dispose of part or all of the Goods and/or Customer Items.

### 4. Quality of Goods

- 4.1 Aerotek warrants that on delivery, and for a period of 12 thereafter (**warranty period**), the Goods shall:
  - (a) conform in all material respects with their description; and
  - (b) be free from material defects in design, material and workmanship).
- 4.2 Subject to clause 4.3, Aerotek shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
  - (a) the Customer gives written notice during the warranty period within a reasonable time of discovery that the Goods do not comply with the above warranty;
  - (b) Aerotek is given a reasonable opportunity of examining such Goods; and
  - (c) the Customer (if asked to do so by Aerotek) returns such Goods to Aerotek's place of business at the Customer's cost.

- 4.3 Aerotek shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if:
  - (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;
  - (b) the defect arises because the Customer failed to follow Aerotek's oral or written instructions or (if there are none) good trade practice;
  - (c) the defect arises as a result of Aerotek following any drawing, design or specification supplied by the Customer;
  - (d) the Customer alters or repairs such Goods without the written consent of Aerotek;
  - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 4.4 Except as provided in this clause 4, Aerotek shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Aerotek.

### 5. Title and risk

- 5.1 The risk in the Goods shall pass to the Customer on completion of delivery. Risk in any Customer Items shall pass to Aerotek when unloaded at the Delivery Location and shall pass back to the Customer upon completion of loading at the Delivery Location.
- 5.2 Title to the Goods shall not pass to the Customer until Aerotek receives payment in full (in cash or cleared funds) for the Goods.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - (a) store the Goods separately from all other goods held by the Customer;
  - (b) not remove or obscure any identifying mark or packaging relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Aerotek's behalf from the date of delivery;
  - (d) notify Aerotek immediately if it becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(d); and
  - (e) give Aerotek such information relating to the Goods as Aerotek may require.
- 5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in 12.1(b) to clause 12.1(d), then, without limiting any other right or remedy Aerotek may have:
  - (a) the Customer's right to use the Goods in the ordinary course of its business ceases immediately; and
  - (b) Aerotek may at any time require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

### 6. Supply of Services

- 6.1 Aerotek shall supply the Services to the Customer in accordance with the Order in all material respects.
- 6.2 Aerotek shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but the Customer acknowledges that due to the nature of the Services it is often difficult to predict the exact timescale for completion and any such dates shall therefore be estimates only.
- 6.3 Aerotek reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Aerotek shall notify the Customer in any such event.
- 6.4 Aerotek warrants to the Customer that the Services it undertakes will be provided using reasonable care and skill and shall comply with the following standards:
  - (a) All standards and regulations (*inter alia* ISO9001-2015) listed on the Aerotek website from time to time; providing that where any Services are provided by a third party, this warranty shall not apply and the Customer shall only be able to rely on any warranties that Aerotek is able to pass on from the third party to the Customer.
- 6.5 If the Customer delivers any Customer Item prior to or fails to collect any Customer Item by the date agreed between the parties, then except where such failure is caused by a Force Majeure Event or by Aerotek's failure to comply with its obligations under the Contract then Aerotek shall store the Customer Item until the Services or collection (as applicable) takes place, and charge the Customer for all related costs and expenses.

### 7. Customer's obligations

- 7.1 The Customer shall:
  - (a) ensure that the terms of the Order are complete and accurate;
  - (b) co-operate with Aerotek in all matters relating to the Services;
  - (c) provide Aerotek with such Customer Items, information and materials as Aerotek may require in order to supply the Services within the agreed timeframes, and ensure that any information is complete and accurate in all material respects;
  - (d) comply with all applicable laws; and
  - (e) comply with any additional obligations as set out in the Order.
- 7.2 If Aerotek's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
  - (a) Aerotek shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Aerotek's performance of any of its obligations;

- (b) Aerotek shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Aerotek's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Customer shall reimburse Aerotek on demand for any costs or losses incurred by Aerotek arising directly or indirectly from the Customer Default.

## 8. Charges and payment

- 8.1 The price for Goods and Services shall be the price set out in the Order.
- 8.2 Aerotek shall be entitled to charge for any shipping and inspecting any Customer Item provided by a Customer even if the Customer does not instruct Aerotek to carry out any further work to such item.
- 8.3 Aerotek reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to Aerotek that is due to:
  - (a) any factor beyond the control of Aerotek (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any change to the delivery date(s), Goods or Services ordered, or any specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give Aerotek adequate or accurate information or instructions.
- 8.4 The Customer shall pay each invoice submitted by Aerotek in pounds Sterling, Euros or US dollars (as agreed with Aerotek):
  - (a) within 30 days of the date of the invoice or in accordance with any terms set out in the Order or within such other timeframe as may be set out in the Order; and
  - (b) in full and in cleared funds to a bank account nominated in writing by Aerotek, and time for payment shall be of the essence of the Contract.
- 8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by Aerotek to the Customer, the Customer shall, on receipt of a valid VAT invoice from Aerotek, pay to Aerotek such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
  - (a) If the Customer fails to make a payment due to Aerotek under the Contract within 7 days of the due date, then, without limiting Aerotek's remedies under clause 12, the Customer shall pay a 10% surcharge. If the Customer has still not made payment within 30 days of the due date then, without limiting Aerotek's rights and remedies, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

## 9. Intellectual property rights

- 9.1 All Intellectual Property Rights in the Deliverables (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Aerotek.
- 9.2 Aerotek grants to the Customer a worldwide, non-exclusive, royalty-free perpetual licence to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business. The Customer shall not sub-license, assign or otherwise transfer these rights.
- 9.3 The Customer grants Aerotek a non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Aerotek for the purpose of providing the Services to the Customer.

## 10. Confidentiality

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (including any drawings information provided by Aerotek), except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
  - (a) to its employees, subcontractors or representatives who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that such persons comply with this clause; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 11. Limitation of liability

- 11.1 Nothing in the Contract limits any liability which cannot legally be limited.
- 11.2 Subject to clause 11.1, Aerotek's total liability to the Customer shall not exceed the amount it is successfully able to recover under any product liability insurance policy it holds. Aerotek's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 11.3 Subject to clause 11.1, the following types of loss are wholly excluded by the parties: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

## 12. Termination

- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
  - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 Without affecting any other right or remedy available to it, Aerotek may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 12.3 On termination of the Contract the Customer shall immediately pay all of Aerotek's outstanding unpaid invoices and interest and, in respect of Services and Goods that have been supplied but for which no invoice has been submitted, Aerotek shall submit an invoice, which shall be payable immediately on receipt;
- 12.4 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination.
- 12.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

## 13. General

- 13.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (**a Force Majeure Event**).
- 13.2 Aerotek may at any time assign, transfer, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under the Contract.
- 13.3 The Customer shall not assign, transfer, subcontract, delegate or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Aerotek.
- 13.4 Any notice given under this agreement shall be in writing and delivered by hand or pre-paid first-class post or other next working day delivery service at its principal place of business or sent by email to the address agreed between the parties.
- 13.5 Any notice shall be deemed to have been received:
  - (a) if delivered by hand, on signature of a delivery receipt;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
  - (c) if sent by email, at the time of transmission, and if deemed receipt falls outside 9.00am to 5.00pm on a Business Day then in the place of receipt, at 9.00am the following Business Day.
- 13.6 Clauses 13.4 and 13.5 do not apply to the service of any proceedings or other documents in any legal action.
- 13.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If this is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.9 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 13.10 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.11 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 13.12 Unless stated otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.13 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties.
- 13.14 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.