

# Terms and Conditions

## **Definitions**

### **Customer**

the person who buys or agrees to buy the goods from the Company, shall include any request for work or services rendered.

### **Conditions**

the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Company.

### **Goods**

the articles which the Customer agrees to buy from the Company.

### **Price**

the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

### **Company**

means E1032 Leasing Ltd t/a Tailored Aviation.

## **Conditions**

These Conditions shall form the basis of the contract between the Company and the Customer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.

All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods from the Company pursuant to these Conditions.

Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.

These Conditions may not be varied except by the written agreement of a director of the Company.

These Conditions represent the whole of the agreement between the Company and the Customer. They supersede any other conditions previously issued.

## **Price**

The Price shall be the price quoted on the Company's quotation. The Price does not include VAT, taxes, carriage, or similar charges which may be due at the rate in force on the date of the Company's invoice.

## **Payment**

Payment of the Price shall be due within the terms set out on the Company's invoice.

Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Company.

### **Goods**

The quantity and description of the Goods shall be as set out in the Company's quotation.

### **Warranties**

The Company warrants that the Goods will at the time of delivery correspond to the description given by the Company in the quotation. The Company shall where possible pass on any warranty received from a Supplier.

### **Limitation of Liability**

The parties expressly agree that Tailored Aviation's liability arising from any claim of any kind, including without limitation negligence, for any loss or damage arising out of, connected with, or resulting from this order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any article covered by or furnished under this order shall in no case exceed the price paid by Buyer to Tailored Aviation. for the article or part which gives rise to such claim. UNDER NO CIRCUMSTANCES SHALL Tailored Aviation BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS. Buyer shall defend, indemnify and hold harmless Tailored Aviation. together with its directors, officers, employees, assignees, agents and shareholders (hereinafter collectively called the "Indemnified Parties"), from and against all claims, demands, suits, obligations, liabilities, damages, losses and judgements (including, but not limited to, costs and expenses related thereto, reasonable attorney's fees and expenses, any obligation or liability for loss of use or any other incidental or consequential damages, and any liability, obligation or claim in tort)(hereinafter collectively called "Claims"), which may be asserted against, suffered by, charged to or recoverable from the Indemnified Parties by reason of (i) injury or death of any person, including employees of Buyer and any operator of any aircraft upon which any part or article acquired hereunder is installed, or (ii) loss of or damage to any property, including aircraft, upon which any part or article acquired hereunder is installed, whether or not such event arises in any way from any form of fault or negligence of Tailored Aviation (whether passive, active, sole, joint, comparative or concurrent).

### **Delivery of the Goods**

Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Company for delivery.

The Company undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

The Company shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Customer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

If the Customer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Company shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing.

### **Inspection and acceptance**

The customer must inspect the goods upon delivery or Collection, if the Customer identifies any damage or shortages then the Customer must inform the Company within 7 days of the date of delivery.

The Company will only accept return of Goods if the Company is satisfied that the Goods are defective and the Customer has our written agreement prior to the Goods being returned.

The Customer bears all risk and costs associated with the return of the Goods

### **Title and risk**

Risk shall pass on delivery of the Goods to the Customer's address.

Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.

Until title passes the Customer shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.

The Company may at any time before title passes and without any liability to the Customer:

- a) repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and
- b) for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.

The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

### **Carriage of Goods**

Carriage will be chargeable on all sales, unless otherwise stated or own account number supplied