

AE Aerospace (Birmingham) Ltd

TERMS & CONDITIONS OF SALE

DEFINITIONS

In these conditions "the company" means AE Aerospace (Birmingham) Ltd and "the customer" means the person or company whom the document is addressed.

CONDITIONS

These conditions shall form the basis of the contract between the company and the customer. Notwithstanding anything to the contrary in the customer's standard conditions of purchase these conditions shall apply except so far as expressly agreed in writing by the head officer of the company. No servant or agent of the company has power to vary these conditions orally or to make representations or promises about the condition of goods, their fitness for any purpose or any other matter whatsoever.

ORDER ACCEPTANCE

Unless otherwise stated in writing all quotations and estimates by the company are invitations to treat. The customer's order is an offer and will become binding upon the company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the consent of the company; the giving of the company's consent shall not be in any way prejudice the company's right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation. Any variation to prices quoted as a result of Government taxes and levies will be for the customer's account.

PAYMENT

Payment for initial contracts (New Customers) will normally be "Payment with Order". This may be varied by written agreement with AE Aerospace (Birmingham) Ltd. Unless written agreement to the contrary is made by AE Aerospace (Birmingham) Ltd prior to acknowledgment of any orders, all invoices are to be paid at their nett value within 30 days of the date upon them. Any delay in payment puts the purchaser automatically and without the necessity of the service of the summons to this effect, under an obligation to pay any interest payment of 1.5% per month on the amount due without prejudicing the rights of any other damages which may be claimed by AE Aerospace (Birmingham) Ltd. The issuance of negotiable instruments in payment of invoice will not bring about a novation of this contract.

DELIVERY

Delivery times indicated in AE Aerospace (Birmingham) Ltd.'s acknowledgement of any order are deemed to be estimates only. In the event that any item is not shipped according to the delivery forecast, AE Aerospace Ltd shall not be liable for any claim for damage resulting from late delivery or non-delivery of this item. In case of any delay in the delivery indicated the order may be cancelled only after the explicit agreement of AE Aerospace (Birmingham) Ltd in writing.

PLACE OF DELIVERY – TITLE TO THE GOODS

Sales of goods are made, and the goods are delivered, in accordance with the conditions and at the place indicated on the documents. At the time of delivery risk of loss passes to the Buyer. Title to the goods remain the property of AE Aerospace (Birmingham) Ltd until all invoices relating to the goods have been paid in full.

RETURN AND REPLACEMENT

The Company can only accept liability for error up to the value of Value-Added Work Completed by the Seller. The seller accepts no liability for replacement of customers components.

NOTIFICATION OF ACCEPTABLE GOODS

Any work that does not meet the buyers order specifications must be notified to the seller within 12 months of receipt of goods. The seller accepts no liability for rejects notified after this time lapse.

CLAIMS – DAMAGE OR LOSS IN TRANSIT

Any claims from a customer that relate to specifications of goods delivered, or to their condition at the time of delivery, must be made in writing within 10 days of receipt of the goods by the customer.

WARRANTY

The purchaser confirms by the purchase order that is aware of the conditions of warranty applicable to the goods on the order.

BASIS OF CONTRACT

Any terms or conditions on the purchaser's order forms which are inconsistent with or additional to the above conditions of sale shall not apply unless agreed in advance by AE Aerospace (Birmingham) Ltd. The above Conditions of Sale form the sole basis of the contract between the purchaser and AE Aerospace (Birmingham) Ltd.

The contract pertaining to the sale of goods specified on the face of this document is subject to English law and any action related to it is to be brought before the English courts, unless AE Aerospace (Birmingham) Ltd decides to bring action before the Courts having jurisdiction over the purchaser's domicile.

Information may be shared with our bank / funding provider.

DIVISIBILITY CLAUSE

This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment.