VRS Technics Limited Terms and Conditions of Sale of Components

1 **Definitions**

In these Terms and Conditions, unless the context requires otherwise:
Supplier means VRS Technics Limited.
VRS Technics' Premises means Bespoke Spaces, 14 Windermere Road, London, N19 5SG, UK or
other such address as may be notified by the Supplier from time to time.
CMM means the Component Maintenance Manual.
Contract means the agreement arising when any quotation made by the Supplier is accepted by the Customer, or when the Customer's Order is accepted by the Supplier, under these Terms and Conditions of Sale (**Terms and Conditions**).
Customer means the person, firm or company purchasing the Components from the Supplier.
Delivery shall have the meaning ascribed to it in Clause 5.1.
Component means an aviation component or components.
Overhauled means the restoration of a Component in accordance with the instructions defined in the CMM supplied by the original equipment manufacturer.
Order means the Customer's order for the Components as set out in the Customer's order form or in the Customer's written acceptance of the Supplier's quotation, as the case may be.
Serviceable means the condition of a Component which has been repaired and classified as fully functioning and able to be fitted to an airworthy aircraft as stated by EASA and/or the FAA.

2 **Application and Precedence**

2.1 Any quotations supplied by the Supplier shall remain open for acceptance for a period of 30 (thirty) days from the date of the quotation, unless in the quotation some other period is specified or the quotation is withdrawn by the Supplier.

2.2 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.

2.3 Any special conditions relating to an Order for the supply of any of the Components and agreed between the Supplier and the Customer shall be in writing and such special conditions shall take precedence over these Terms and Conditions in respect of that Order.

3 **The Customer's Order and Duties**

3.1 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any Order submitted by the Customer.

3.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

4 **Price**

4.1 The Components will be packed in compliance with ATA-300 specification (or any amendment thereto from time to time) and made available to the Customer.

4.2 The price is exclusive of all taxes and duties which shall be paid by the Customer and which the Customer hereby undertakes to pay without delay. Should the Supplier be required to pay any such taxes or duties on behalf of the Customer the Customer shall reimburse the Supplier forthwith upon demand.

4.3 Quotations in a currency other than US Dollars are based on the rate of exchange at the time of quoting and unless otherwise stated the price may at the Supplier's discretion be subject to revision up or down if any different rate of exchange shall apply at the date of invoice.

4.4 All Exchange core unit repair costs including transportation costs or any other fees are subject to VRS Technics 10% handling fee.

4.5 All canceled Purchase/Exchange or Loan orders are subject to a 10% restocking fee, but not less than 250 USD.

5 **Delivery of Components**

5.1 Subject to the provisions of Clause 2.3 hereof the Supplier shall notify the Customer (either written or oral) that the Components are ready for collection from VRS Technics' Premises on the date specified (**Due Date**). Unless expressly provided otherwise, delivery of the Components shall be effected by the Supplier making the Components available for collection by the Customer on the Due Date (**Delivery**).

5.2 Each Delivery of Components shall be treated as taking place under a separate contract and default or delay by the Supplier in any single Delivery of Components shall not entitle the Customer to repudiate any previous or subsequent contract.

5.3 Right in the Components will pass to the Customer on Delivery.

5.4 If the Supplier and the Customer agree that the Supplier shall arrange or undertake the insurance and transport of the Components beyond the point of Delivery at the VRS Technics' Premises, such costs shall be for the Customer's account and shall not affect the provisions of the Contract as to the passing of risk.

6 **Payment**

6.1 The Supplier shall render to the Customer invoices showing the sums due under the Contract. All payments due thereunder shall be made by the Customer in the currency and to bank account and within the time period for payment as detailed on the Supplier's Invoice **Payment Date**) in cleared funds. Time for making all payments due to the Supplier hereunder shall be of the essence.

6.2 Without prejudice to the Supplier's rights under Clause 10 hereof; if the Customer fails to make any payments within 15 days after the Payment Date the Supplier shall have the right (without prejudice to any other rights or remedies which may be available to the Supplier) forthwith to terminate or suspend all further deliveries until such default is made good. Any additional costs and expenses of whatever nature incurred by the Supplier as a result thereof shall be borne by the Customer.

6.3 Without prejudice to any other of the Supplier's 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 on any sum remaining unpaid after the Payment Date until the actual date of receipt by the Supplier 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.

6.4 If the Customer fails to take Delivery of the Components on the date agreed by the parties for delivery or if the Supplier is prevented or hindered from performing any of its obligations under the Contract as a result of any act or omission on the part of the Customer, the Supplier shall be entitled (without prejudice to any other rights or remedies which the Supplier may have) to invoice the Customer for the price thereof and payment shall be due as if Delivery of the Components had been effected. In such event the Customer shall be liable for and shall promptly reimburse the Supplier upon demand for all costs and expenses incurred by the Supplier up to the time of actual collection of the Components.

7 **Risk and Title**

7.1 The risk in the Components shall pass to the Customer upon Collection.

7.2 Notwithstanding that risk in the Components shall pass to the Customer in accordance with Clause 7.1, title to the Components shall remain with the Supplier until payment in full has been received by the Supplier:

(i) for those Components;

(ii) for any other goods supplied by the Supplier; and

(iii) in respect of any other monies due from the Customer to the Supplier on any account.

7.3 Any resale by the Customer of Components in which title has not passed to the Customer shall be made by the Customer as agent for the Supplier.

7.4 The proceeds of sale of any resale by the Customer pursuant to Clause 7.3 shall be held in trust by the Customer for the benefit of the Supplier and placed in a separate account until accounted to the Supplier.

7.5 At any time before title to the Components passes to the Customer (whether or not any payment to the Supplier is then overdue or the Customer is otherwise in breach of any obligation to the Supplier), the Supplier may (without prejudice to any other of its rights):

(i) retake possession of all or any part of the Components and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises;

(ii) require delivery up to it of all or any part of the Components.

7.6 The Supplier may at any time appropriate sums received from the Customer as it thinks fit, notwithstanding any purported appropriation by the Customer.

7.7 Each Clause and sub-clause of this Clause is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

8 **Warranty**

8.1 The Components will be duly certified to EASA Form 1 or if supplying a repaired Component under FAA Form 8130-3, a dual EASA Part 145 Maintenance Release Statement.

8.2 The Supplier will provide the following warranties unless otherwise specified in the Supplier's acknowledgement of Order:
(i) for any new Component which is factory new, the Supplier will provide a warranty of 12 months from the date of Order or the balance of any warranty given to the supplier, whichever is the greater;
(ii) for any Component which has been overhauled, the Supplier will provide a warranty of 12 months from the date of Order, mirroring workshop T&C;
(iii) for any Component which is classified as Serviceable, the Supplier will provide a warranty of 3 months from the date of Order, mirroring workshop T&C;
(iv) for the units with certificate older than 2 years from the order date no warranty will be provided.

8.3 If any of the Components do not conform with the warranty in Clause 8.2, the Supplier will repair or replace such Components (or the defective part).

8.4 The Customer will inspect the Components and may reject any that do not comply with Condition 8.2 and must inform the Supplier of any claim or rejection within 10 calendar days after Delivery. If no notice of rejection or claim is received in accordance with this Condition 8.4, the Customer will be deemed to have accepted the Components.

8.5 The warranty in Condition 8.2 is subject to the following conditions:

(i) that the Components have been stored, maintained, installed, operated and used in accordance with the CMM and not subject to wilful damage; and

(ii) that the Component, or the aircraft it was fitted to, has not been subject to any misuse nor have they been involved in any Incident.

8.6 The Supplier shall not be responsible for costs of fit or removal from an aircraft.

8.7 Title to the Components or any parts thereof which are returned to the Supplier by the Customer and which the Supplier subsequently replaces pursuant to the terms of this warranty shall revest in the Supplier.

8.8 The Suppliers obligations under this warranty shall not apply:

(i) if the Customer has failed to make payment in accordance with Condition 6; or

(ii) if any defect arises from fair wear and tear, wilful damage or abnormal working conditions;

8.9 A claim by the Customer in respect of any defect in the Components or in respect of any delay in Delivery shall not entitle the Customer to cancel or refuse such Delivery or payment for such Components.

8.10 The provisions of this warranty represent the entire liability of the Supplier, 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.

9 **Limitation of Liability**

9.1 The Supplier 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), business interruption, 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 the Supplier, and the Supplier 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.

9.2 The Supplier's total liability in contract, tort (including negligence), misrepresentation or otherwise shall be limited to the value to the value of the Component and in no event shall exceed the sum of £10,000,000.

10 **Indemnity**

10.1 The Customer will on demand indemnify the Supplier 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 the Supplier to the extent that the same are caused or related to:

(i) any claim for personal injury or death or loss or damage or indirectly occasioned by default (including non-compliance with any statutory or other obligation in relation to the Goods), failure to follow the Supplier's instructions (whether written or oral) or mis-use or mis-operation of the Components by or on the part of the Customer or any person or persons other than the Supplier; or

(ii) the improper incorporation, assembly, use, processing, storage or handling of the Components by the Customer.

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

11 **Termination**

11.1 If the Customer becomes aware of any of the events listed in Clause 11.2 or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer and all outstanding sums in respect of Components delivered to the Customer shall become immediately due.

11.2 If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of solvent amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if the Customer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of the Supplier, become impaired or if the Customer shall commit any breach of any part of the Contract or these Terms and Conditions and the Supplier may terminate the Contract immediately whether in whole or in part.

11.3 In addition to any right of lien to which the Supplier may be entitled the Supplier 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 the Supplier'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 the Supplier under any other contract.

11.4 Notwithstanding any provision in these Terms and Conditions the Customer shall not have the right to set off any claims it might have against the Supplier against any sums otherwise due to the Supplier.

11.5 Upon termination of the Contract for whatever reason, the Supplier shall be entitled to set off any claim it might have against the Customer against any sums or otherwise due to the Customer.

11.6 Termination of the Contract shall not affect the accrued rights of the Supplier nor the Supplier's other rights and remedies.

12 **Licences**

12.1 The obtaining of any licence or consent for the export of the Components from the United Kingdom shall be the responsibility of the Customer.

12.2 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 thereon.

13 **Waiver**

Any failure delay or indulgence on the part of the Supplier in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder, and shall be without prejudice to the legal rights of the Supplier and the obligations of the Customer shall continue in full force and effect.

14 **Entire Agreement**

14.1 This Contract shall constitute the entire agreement between the Supplier and the Customer in respect of an order for any of the Components and shall supersede and exclude all prior representations, proposals or agreements whether oral or in writing. Any amendment or alteration to the Contract (or these Terms and Conditions) shall not be effective unless it is in writing and signed by the Supplier and the Customer.

14.2 The Customer acknowledges that, in entering into this Contract, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

15 **Assignment of Contract**

The Supplier may assign the Contract and the rights and obligations thereunder whether in whole or in part. The Contract is personal to the Customer, who shall not without the prior written consent of the Supplier assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

16 **Sub-Contracting**

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

17 **Severability**

In the event of any Clause or provision or part thereof of the Contract or these Terms and Conditions being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any Court of competent jurisdiction the remainder of any affected Clause or provision of the Contract and these Terms and Conditions shall remain in full force and effect.

18 **Cancellation**

The Customer shall not be entitled to cancel the Contract without the prior written consent of the Supplier.

19 **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 the Supplier's written consent be divulged to any other person.

20 **Notices**

Subject to Clause 5.1, all notices and requests required or authorised hereunder shall be given in writing either by personal delivery or recorded mail (return receipt requested) or by telegraph telex or cable or facsimile transmission and the date upon which any such notice or request is personally delivered or if such notice or request is given by registered or recorded mail, telegraph telex, cable or facsimile transmission the date upon which it is received by the addressee shall be deemed to be the effective date of such notice or request. The parties shall be addressed as per their normal business address for correspondence, or as may otherwise be notified by each party to the other, or in default thereof to their respective Registered Offices.

21 **Interpretation**

Headings are for convenience only and shall not govern the interpretation of the Contract or these Terms and Conditions.

22 **Third Parties**

A person who is not a party to the Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Contract.

23 **Business Ethics**

Both Parties agree that all business activities will comply with the applicable laws contained in clause 24 whilst ensuring that the undertaking of these activities is without recourse to anti-competitive activity, bribery or corruption or slavery or human trafficking and ensuring compliance to the United Kingdom Bribery Act and Modern Slavery Act regulations.

24 **Governing Law and Jurisdiction**

24.1 These Terms and Conditions and all non contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.

24.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions (including a dispute regarding the existence, validity or termination of these Terms and Conditions) (a "**Dispute**").

24.3 The Customer agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Customer will not argue to the contrary.

24.4 Without prejudice to any other mode of service allowed under any relevant law, the Customer shall provide an agent for Service in England and Wales as its agent for service of process in relation to any proceedings before the English courts in connection with these Terms and Conditions and agrees that failure by a process agent to notify the Customer of the process will not invalidate the proceedings concerned.

25 **Arbitration**

25.1 Subject to Clause 24, any Dispute may be referred to and finally resolved by arbitration under the Arbitration Rules (the "**Rules**") of the London Court of International Arbitration.

25.2 The arbitral tribunal shall consist of one arbitrator. The seat of arbitration shall be London, England and the language of the arbitration shall be English.

25.3 Save as provided in Clause 25.4, the Parties exclude the jurisdiction of the courts under Sections 45 and 69 of the Arbitration Act 1996.

25.4 The Supplier may by notice in writing to the Customer require that all Disputes or a specific Dispute be heard by a court of law. If the Supplier gives such notice, the Dispute to which that notice refers shall be determined in accordance with Clause 24.

25.5 This Clause 25 is for the benefit of the Supplier only. As a result, the Supplier shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Supplier may take concurrent proceedings in any number of jurisdictions.