

Document No	TC-001	Revision No	02	Revision Date	18/04/2016	Page 1 of 2
-------------	--------	-------------	----	---------------	------------	-------------

1 Interpretation

1.1 In these Conditions:

‘CUSTOMER’ means the person named on the Specification Sheet for whom QCL has agreed to provide goods and/or services in accordance with these conditions

‘DOCUMENT’ includes, in addition to a document in writing, any plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

‘QCL’ means Qualitetch Components Limited of Century Way March Cambridgeshire PE15 8QW

‘SPECIFICATION SHEET’ means the sheet(s) to which these conditions are appended

1.2 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. General Terms of Supply

2.1 QCL shall provide its goods and/or services to the Customer in accordance with the Specification Sheet and subject to these conditions. Any changes or additions to the Specified Service or these conditions must be agreed in writing by QCL and the Customer. All quotes or estimates shall be valid for only 90 days or earlier acceptance by the Customer after which time all such quotes and estimates are subject to confirmation or change by QCL without further notice.

2.2 The Customer shall at its own expense supply QCL with all necessary Documents or other materials, and all necessary data or other information relating to the goods and/or services, within sufficient time to enable QCL to comply with its obligations under the contract. The Customer shall ensure the accuracy of all Documents, information and other materials supplied by it and which shall be of photo etch quality and received in good condition.

2.3 QCL may correct any typographical or other errors or omissions in any document relating to the provision of the specified goods and/or services without any liability to the Customer.

2.4 QCL may at any time without notifying the Customer make any changes to the goods and/or services to be provided which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect their nature or quality.

3 Charges

3.1 The Customer shall pay QCL’s fees and charges and any additional sums which are agreed between QCL and the Customer for the provision of the goods and/or services as set out in the specification sheet or which, in QCL’s sole discretion, are required as a result of the Customer’s instructions or lack of instructions, the inaccuracy of all Documents, information and other materials supplied by it or any other cause attributable to the Customer.

3.2 QCL shall be entitled to vary its fees and charges from time to time by giving not less than three months’ written notice to the Customer.

3.3 All charges quoted to the Customer are exclusive of all delivery charges and any Value Added Tax (VAT), for which the Customer shall be additionally liable at the applicable rate from time to time.

3.4 QCL shall unless otherwise agreed be entitled to invoice the Customer at any time.

3.5 QCL’s fees and charges and any additional sums payable shall be paid by the Customer (together with any applicable VAT) without any set-off or other deduction whatsoever within 30 days of the date of invoice. Payment at the due date is a condition precedent to any further supply of goods and/or services. Time for payment is of the essence of the contract.

3.6 If payment is not made on the due date, QCL shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% above the base rate from time to time of Nat West Bank plc from the due date until the outstanding amount is paid in full.

4. Ownership, Risk and Intellectual Property Rights

4.1 The property and any copyright or other intellectual property rights in

4.1.1 all Documents, information and other materials supplied by the Customer shall belong to the Customer;

4.1.2 all Documents, information and other materials supplied by QCL shall, unless otherwise agreed in writing, belong to QCL until payment in full has been made, and until such payment the Customer shall permit any officer employee representative or agent of QCL to enter onto the Customer’s premises to repossess such items;

4.1.3 all graphic and other tooling created by QCL shall, unless otherwise agreed in writing, belong to QCL

4.2 The Customer warrants that the Documents, information and other materials supplied by it and their use by QCL for the purpose of providing the goods and/or services will not infringe the copyright or other rights of any third party, and the Customer shall indemnify QCL against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.3 The Customer shall at its own expense retain duplicate copies of all Documents, information and other materials supplied by it and insure against accidental loss or damage. QCL shall have no liability for any such loss or damage, however caused.

4.4 All goods supplied to the Customer shall be at the sole risk of the Customer from the time they leave QCL’s premises and in particular, but without prejudice to the generality of this clause, due to carrier’s stringent conditions of carriage QCL shall not accept any responsibility for goods damaged in transit unless the Customer shall notify the carrier by way of a written complaint with 3 days of delivery and permit inspection of the damaged goods by QCL.

5 Tolerances and delivery

5.1 Where no tolerances are shown on a Customer’s drawing the Company will work to $\pm 0.1\text{mm}$ unless otherwise stated in a written quotation.

5.2 Any dates quoted for delivery of any goods are approximate only and QCL shall not be liable for any delay in delivery of any goods however caused. Time for delivery shall not be of the essence of the contract unless previously agreed by QCL in writing. Goods may be delivered by QCL in advance of the quoted delivery date upon giving notice to the Customer.

5.3 Where delivery of any goods is to be made by QCL in bulk, QCL reserves the right to deliver up to five percent more or five per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

5.4 Where any goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by QCL to deliver any one or more instalments in accordance with these conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated.



Terms & Conditions of Business

TC-001



6 Inspection and claims

- 6.1 Any claim by the Customer which is based on any defect in the quality or condition of any goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to QCL within 10 days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify QCL accordingly, the Customer shall not be entitled to reject the goods and QCL shall have no liability for such defect or failure.
- 6.2 No goods are to be returned to QCL without prior arrangement.
- 6.3 Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to QCL in accordance with these conditions, QCL shall be entitled to replace the goods (or the part in question) free of charge or, at QCL's sole discretion, refund the Customer the price of the goods (or a proportionate part of the price), but QCL shall have no further liability to the Customer.

7 Warranties and Liability

- 7.1 QCL gives no warranty to the Customer in respect of any goods or services to be provided under the contract and in particular where QCL supplies any goods supplied by a third party, QCL does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to QCL. This clause shall not apply to restrict any liability of QCL in respect of death or personal injury arising from its negligence.
- 7.2 QCL shall have no liability to the Customer for any loss, damage, costs, expenses or claims for compensation arising from any Documents, information or other materials supplied by it or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 7.3 Except in respect of death or personal injury caused by QCL's negligence, or as expressly provided in these conditions, QCL shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of QCL, its servants or agents or otherwise) which arise out of or in connection with the provision of goods and/or services or their use by the Customer, and the entire liability of QCL under or in connection with the contract shall not exceed the amount of QCL's fees and charges for the provision of the goods and/or services, except as expressly provided in these conditions.
- 7.4 QCL shall not be liable or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations thereunder if the delay or failure was due to any cause beyond QCL's reasonable control.

8 Termination

- 8.1 Save as provided below, the Customer shall not be able to cancel the contract at any time after the commencement of the provision of the services and/or goods, including the commencement of the manufacture of any goods. Later cancellations shall only be permitted at the option of QCL and subject to payment by the Customer of all expenses incurred by QCL both up to the date of cancellation and for any subsequent charges incurred by it by way of sub-contractor's fees materials cancellation charges or otherwise as a result of the cancellation.
- 8.2 Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach as soon as reasonably practicable after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with its or its creditors or has a receiver or administrator appointed.

9 General

- 9.1 These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 9.2 No failure or delay by QCL in exercising any of its rights under the contract or of enforcing any breach of the contract shall be deemed to be a waiver of that right or breach of any subsequent breach of the same or any other provision.
- 9.3 QCL shall be permitted to sub-contract the whole or part of the contract and these terms shall apply notwithstanding any such sub-contracting and any breach by such sub-contractor shall be deemed to be a breach by QCL.
- 9.4 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

10 Retention of Records

Record retention may be in the form of media such as hard copy or electronic data. Records will cover the entire manufacturing process e.g. raw material to despatch. Essential records will be retained for a minimum of thirty (30) years. If a longer retention period is requested by the Customer Qualitetch Components Ltd will comply as required and flow down this information to the supplier on the purchase order. Essential records are those that provide evidence of the quality or airworthiness of the product and include material certificates, certificates of conformity, manufacturing/assembly documentation and any records associated with design and certification. Other records will be retained for minimum of 10 years.