

Terms and Conditions of Sale between:

TOTAL AIRCRAFT SUPPORT LTD ("Seller")
and
The Customer specified in the Quotation ("Customer")

This Agreement is entered into between Total Aircraft Support and the Customer for the sale of; parts, components and modules removed from aircraft (collectively and individually, the "Part(s)").

By signing and returning the Quotation (or otherwise confirming you wish to purchase the Part(s) on the basis of the information provided in the Quotation), you acknowledge that these terms and conditions shall apply to your purchase of the Part(s). For the avoidance of doubt no Agreement shall be contractually binding on Total Aircraft Support unless and until it issues a Confirmation of Order to the Customer.

Definitions

The following words shall have the meanings ascribed below for the purpose of this Agreement:

Agreement	Terms and conditions, the Quotation and the Confirmation of Order.
AR or As-Removed	Part(s) that have been removed from the engine/aircraft and are pending repair or recertification.
Confirmation of Order	A notice in writing confirming Total Aircraft Support's acceptance of the Customers Order.
OH or Overhauled	Part(s) have been overhauled by an EASA or FAA 145 organisation and are sold with attached EASA Form One and/or FAA Form 8130-3 certificate stating "Overhauled".
Quotation	The document in which these terms and conditions are referenced which identify the Customer, details of the Part(s) which the Customer wishes to purchase, the price of the Part(s) and any other information relevant to the sale of Part(s). Neither an expression of acceptance of any offer made by Customer to Seller nor a confirmation of any contract or agreement between Customer and Seller.
SV or Serviceable	Part(s) that have been removed from the aircraft/engine and have a current and valid EASA Form One and/or FAA Form 8130-3 certificate issued by an approved organisation.

1. Price and Payment. All prices are net and, save as specified in the Quotation, do not include transportation, insurance, taxes, import or export charges or duties, levies, imposts, penalties, interest or other similar charges (including, without limitation, goods and services tax, harmonized sales tax, sales tax, value added tax, withhold taxes and any transfer tax), all of which shall be the responsibility of Customer and payable to Total Aircraft Support upon demand. The Customer confirms that all the parts and equipment detailed on the Quotation are of a kind ordinarily installed or incorporated in, and are to be installed or incorporated in, the propulsion, navigation or communications systems or the general structure of a qualifying aircraft. Customer undertakes to advise Total Aircraft Support immediately should these parts be used for any other purpose and to pay the VAT and any Import Taxes or duties which become due. Prices set out in the Quotation are valid for 30 days or such other period as may be specified in the Quotation. Thereafter prices are subject to change without notice. Unless otherwise identified in the Quotation, the Customer shall pay to Total Aircraft Support all amounts due in cleared funds prior to the due delivery date. Without limiting any other right or remedy of Total Aircraft Support, if the Customer fails to make any payment due under the Agreement by the due date for payment ("Due Date"), Total Aircraft Support shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. The Due Date shall be 30 calendar days from the date of the invoice unless otherwise stated in writing.

2. Delivery and Inspection. Unless otherwise agreed, all Parts delivered to Customer will be packed for road transportation in the UK in accordance with Total Aircraft Support's standard packing procedures for such Part(s). Total Aircraft Support reserves the right to charge for special additional packing requirements of the Customer. Packing material, containers, and module and component transportation stands are returnable at Customer's cost unless otherwise agreed in writing. Any dates set out in the Quotation are approximate and the time of delivery shall not be of the essence. Total Aircraft Support shall provide reasonable notice of when the Part(s) are available for delivery. There is nothing preventing Total Aircraft Support from bringing forward the delivery date, or complete performance of any order, prior to the time set forth in the Quotation. Unless otherwise agreed, Total Aircraft Support shall reserve the right to deliver the Parts in partial shipments.

3. Purchasing information. The purchasing information shall describe the product to be purchased, including where appropriate, (a) quality management system requirements, (b) the name/product description or other positive identification, and applicable issues of specifications, drawings, process requirements, inspection instructions and other relevant technical data (e.g. revision level), (c) requirements relative to supplier notification to organization of nonconforming product, (d) requirements for the supplier to notify the organization of changes in product definition, (e) right of access by the organization, their customer, and regulatory authorities to all facilities involved in the order and to all applicable records, and (f) requirements for a certificate of conformity, test reports, and/or airworthiness approval from the approved manufacturer or approved repair station, (g) Requirements for the vendor to flow down to the supply chain all applicable requirements, including customer requirements. If, upon receipt of the Parts by the Customer, the Parts do not conform to the Quotation, the Customer shall, within seven (7) calendar days (or if non-conformance relates to an AR condition Part, thirty (30) calendar days) after receipt thereof, notify Total Aircraft Support of such non-conformance and provide such evidence

of non-conformance as Total Aircraft Support may reasonably require. Customer is liable to arrange for the return of the non-conforming Part(s) at their own expense or if requested in writing by Total Aircraft Support, arrange for the Part to be scrapped (in which instance the Customer will produce a certificate evidencing the Part has been scrapped). The Customer shall permit Total Aircraft Support a reasonable opportunity to replace such Part.

4. Non-conformance. Non-conformance shall mean failure of the individual Part to conform with the description set out in the Quotation including the condition of that Part which may include OH, SV and AR. In the case of AR specifically non-conformance shall be deemed to include where the cost of repair or overhaul would exceed 80% of the cost of the then latest catalogue price for that Part, or where an EASA authorised repair station deems the condition of such part to be beyond repair limits in accordance with the applicable manufacturer's manuals for that Part. Goods specifically purchased by Total Aircraft Support from a supplier for on-sale to the Buyer, may not be returned to Total Aircraft Support for credit.

5. Title and Risk of Loss. Risk of loss of goods purchased hereunder will be borne by the Customer once the shipment is handed over to the selected Freight Forwarder. Title to the Goods shall not pass to the Customer until Total Aircraft Support has received payment in full (in cash or cleared funds).

6. Packaging. All goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. All goods will be packed in accordance with ATA 300. Each container will be accompanied by one copy of the shipping papers with the Purchase Order number clearly stated.

7. Termination of Convenience. Customer may at any time prior to shipment terminate this Purchase Order for its convenience, in whole or in part, by written, telegraphic or verbal notice confirmed in writing to seller.

8. Delays and Inability to Deliver. Total Aircraft Support shall immediately advise Customer in the event they cannot deliver the goods as required by Customer set forth in their Purchase Order. Total Aircraft Support will not be liable in any way in respect of late delivery, howsoever caused or for any delay in performance due to causes beyond Total Aircraft Support's reasonable control including, without limitation, embargoes, blockages, seizures or freeze of assets, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labour strikes or lockouts, riots, insurrection, civil disobedience or acts of criminals or terrorists, war, material shortages or delays in delivery by third parties and, in the event of such delay the date of delivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay. The Customer shall be bound to accept the Parts when available.

9. Warranties. Total Aircraft Support warrants that it shall have good legal title in and to the Parts sold to Customer on the date of sale. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in this agreement are excluded from this agreement to the fullest extent permitted by law. Each part sold to the customer is sold in "as is, where is" condition with all assignable warranties from the last operator or repair facility (if such warranties exist).

10. Indemnity. The Customer hereby indemnifies Total Aircraft Support and its affiliates and subsidiaries, (including their respective agents, directors, employees, officers, shareholders, subcontractors, successors and assigns) against all liabilities, claims, losses and damages of any nature, including, but not limited to, all expenses (including legal fees), costs, and judgments for property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic or statutory civil damages, any of which arise out of or are in any way related to the provision of the Parts or other services pursuant to this Agreement. The Customer shall carry and maintain such insurance in full force and effect and in types and amounts as would be carried by prudent companies engaged in the Customer's industry. Such policies of insurance shall be primary with respect to the indemnities of Customer set forth in this Agreement, and shall contain waivers of subrogation of the insurers in favour of the Total Aircraft Support Indemnities. The Customer will provide Total Aircraft Support with certificates of insurance as may be requested by Total Aircraft Support from time to time.

11. Limitation of Liability. Nothing in this Agreement shall limit or exclude Total Aircraft Support's liability for death, personal injury caused by its negligence, the negligence of its employees, agents or subcontractors, or fraud or fraudulent misrepresentation. Total Aircraft Support shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement. Total Aircraft Support's total liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred and twenty percent (120%) of the total Price paid by the Customer pursuant to this Agreement.

12. Governmental Authorizations. Unless specified otherwise in the Quotation, the Customer shall be the importer or exporter of record and shall be responsible for timely obtaining any required governmental authorization such as an import license, export license, exchange permit or any other required governmental authorisation.

13. Governing Law and Jurisdiction. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).