

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following expressions shall have the following meanings:-

“Conditions” means the provisions set out herein

“Force Majeure” means events proved to be beyond the Suppliers or the Purchaser’s reasonable control including without limitation an act of God, fire, flood, explosions, earthquakes, any act of Government, war, insurrection or riots, national industrial action, non availability of workmen or materials.

“Intellectual Property” means information and data of all kinds, whether subject to statutory protection or not, including but not limited to inventions, drawings, designs, computer software, technical data packages, test results, manufacturing information, financial or commercial information, know how and trade secrets or other proprietary information.

“Buyer” means the company (or person) as is designated on the “Order” or in any quotations, correspondence or Contracts relating to the goods in question.

“Seller” means Midland Aerospace Limited whose registered office is at Castlewood Business Park, Farnwell Lane, Sutton-in-Ashfield, Notts NG17 1BX

“Order” means the purchase order those conditions appearing on the face of or otherwise incorporated in the Order.

“Specification” means the Purchaser’s written technical requirements or other agreed means of defining the technical requirements for the Supplies referred to by the Order.

1.2 In the event of any conflict between the documents or requirements included within the Order they shall be interpreted in accordance with the following order of precedence

1. The conditions of Supply
2. The Specification
3. The Order

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions of Sale.

2 WHOLE AGREEMENT

The order supersedes all prior agreements, understandings, representations and collateral agreements whether written or oral between the Parties relating to the subject matter of the order.

3 ACCEPTANCE AND ACKNOWLEDGEMENT.

3.1 All quotations are given and all Orders are accepted only upon the conditions of sale as set out herein unless expressly agreed otherwise in writing by the Seller and signed by a Director of the Seller.

3.2 No quotation given shall constitute an offer for sale so as to create a contract and all orders received from any Buyer shall require the Seller formal acceptance via Order Acknowledgement before a contract shall have deemed to have arisen.

3.3 Each accepted order shall constitute an entire and separate Contract to which these terms and conditions apply.

3.4 If trading is being conducted by Electronic Data Interchange, the contract is formed at the moment the Sellers acceptance has is transmitted from the Sellers electronic system.

4 PRICE OF GOODS & PAYMENT

4.1 Unless otherwise stated in the Order Acknowledgement, our price shall be ex works and packing excluded.

4.2 Prices quoted do not include Value-added-Tax which where applicable will be indicated separately on the invoice at the ruling rate.

4.3 Unless otherwise stated in the Order Acknowledgement payment will be due (without deduction) strictly 30 days from the date of invoice.

4.4 The Payments will be made without deduction or set-off whatsoever.

4.5 If any payment is overdue the Seller reserves the right to suspend any further deliveries and to charge interest on the amount due after as well as before judgement on a daily basis at the annual rate 2% above the Base Rate of the Nat West Bank PLC from time to time applicable until the amount (including interest) is paid.

5 DELIVERY

5.1 Unless stated on the Order Acknowledgement any delivery date or period specified is an estimate only and the Seller will not be liable for any loss or damage sustained by the Buyer as a result of failure to deliver on such a date or period.

5.2 The buyer will efficiently and without delay and without charge to the Seller provide the Seller with all information, drawing, specifications, free issue materials delivery instructions etc and in sufficient time to enable the Seller to deliver the goods within the specified time.

6 SHORTAGES, DAMAGES & LOSS IN TRANSIT

6.1 Any claim by the Buyer in relation to goods damaged upon delivery, shortage or non-delivery must be made in writing to the Seller and in the case of damage goods or shortage, the claim must be within 7 days of delivery and in the case of non-delivery of a whole consignment within 7 days of the agreed delivery date or the despatch (if notified) or failing such a date any date specified by the Seller as the date of delivery.

6.2 In the event of any claim for damage or shortfall the Buyer shall preserve any good received intact (including all packaging) for a period of 30 days from the notification of the claim during which time the Seller or the authorised agent of the Seller including any carrier employed for the goods in question shall have the right to attend the Buyers premises to investigate the validity of any such claim.

7 TITLE AND RISK

7.1 Risk in the goods shall pass to the Purchaser on delivery.

7.2 Title in the goods shall remain with the Supplier until payment in full has been received.

7.3 Until such time as Title passed to the Buyer, Buyer shall store the good separately from those supplied by other parties and in such a manner as they can be clearly identified as the property of the Seller.

8 LIMITATION OF DAMAGES

8.1 Seller shall not be liable in contract or tort or otherwise for any consequential or indirect damage, loss or suffering however so arising save that nothing shall affect the liability of the Seller for death or personal injury caused by any negligence of the seller.

8.2 Seller's liability in respect of any breach or non-performance of Sellers obligations shall in any event be limited to the price of the goods forming the basis of any one Order.

9 WARRANTY

11.1 The Seller warrants that the goods shall at the time of delivery shall be free from defect in workmanship and material and will conform to drawings and specifications requested in the Order by the Buyer, the Buyer will bear the risk in design and suitability for the intended use.

11.2 The warranty period shall be one year from the date of delivery.

11.3 The warranty shall be conditional on the Seller being given the opportunity to examine on site if required any defect complained about. Modification of any goods without written prior consent will void all warranty.

11.4 Seller is to be given the right to remedy the defect of any part returned free of charge or if this is not possible or practical to correct the defect on the part made available to the Seller and at the Seller's sole discretion to credit the corresponding invoice amount.

10 FORCE MAJEURE

The Seller shall not be liable or responsible for any loss or damaged caused by delay in performance or non-performance of any of its obligations as a result of Force Majeure.

11 INDEMNITY

The Buyer will fully indemnify the Seller in respect to any breach in copy or design right and or intellectual property infringement resulting from the manufacture of goods to the Buyers specification.

12 NOTICES

All notices and communications shall be in English and shall be sent to the purchases registered office and may be served by fax and copied by letter. If faxed they may be deemed as served on the day of transmission (if not sent on a working day) or 48 hours after dispatch if sent by 1st class post.

13 SEVERANCE

If any term, condition or provision, or part thereof, of the Order is nullified or made void the remaining terms, conditions and provisions shall remain, as far as possible, in full force and effect.

14 LAW AND JURISDICTION

These Conditions and the Order shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts in relation to all issues, disputes, or questions arising out of the Order and these Conditions.