

## 1. DEFINITIONS

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

“**Purchaser**” means Swift Aerospace Services Ltd whose registered office is at Unit B, City Park, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1LT, UK.

“**Conditions of Purchase**” means the provisions set out herein.

“**Supplier**” means the person on whom the Order is placed.

“**Order**” means the Purchaser’s Purchase Order to which these Terms form part.

“**Goods**” means the goods (including any instalments of the goods or any part of them) described in the Order.

“**Services**” means the services (if any) described in the Order.

“**Specification**” includes any plans, drawings, data or other information relating to the Goods or Services.

## 2. COMPLETE ORDER

2.1. The acceptance of this Order includes the acceptance of these Conditions of Purchase, which shall not be deemed to have varied unless our written confirmation of such variation is obtained.

2.2. The Purchaser does not intend to be bound by any additional terms proposed by the Supplier.

2.3. No variation to the Order or these Conditions of Purchase shall be binding unless agreed in writing between the Purchaser and the Supplier

2.4. The Order number and line number shall be quoted on all packages sent by the Supplier to the Purchaser in respect of the Order.

## 3. QUALITY

3.1. The quality and description of the Goods and the Services shall, as provided in these Conditions of Purchase, be as specified in the Order, subject to any confirmed update provided, and/or in any applicable Specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.

3.2. Any specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser, in connection with the Order, together with the copyright, design rights or intellectual property rights in the Specification shall vest in and be the absolute property of the Purchaser. The Supplier shall do all necessary acts to vest such copyright, design rights or intellectual property rights in the name of the Purchaser.

3.3. The Supplier shall on demand indemnify the Purchaser against all losses, liabilities, actions, claims, damages, injuries, costs and expenses (including legal costs and expenses) of whatever nature which may be suffered by or on behalf of the Purchaser as a result of the infringement or alleged infringement of any third party Intellectual Property Rights arising in connection with the Goods.

3.4. The Supplier shall comply with all legal requirements concerning the manufacture, packaging and delivery of the Goods and the performance of the Services.

3.5. Upon the Purchaser providing reasonable notice, the Supplier shall:-

3.5.1 Allow the Purchaser and persons authorised by the Purchaser (which may include the Purchaser’s customer) access to the Supplier’s premises (and those of its subcontractors) as are being used to carry out work on the Goods in order to inspect and audit the facilities, processes and procedures used in manufacturing the Goods;

3.5.2 Provide adequate data to the Purchaser relating to progress of work on the Goods and their quality; and

3.5.3 Provide all necessary assistance (including, where appropriate, access to office accommodation, telephone and fax facilities) to enable the rights set out in Condition 3.5 to be exercised fully.

**3.6 RELEASE REQUIREMENTS** - Goods shall be released by the Supplier in accordance with the requirements stated on the Order. The Supplier shall provide and maintain a documented quality system which complies with the Release Requirements and must be acceptable to the Purchaser and Purchaser’s customers

## 4. PRICES

4.1. Prices shown on this Order are fixed and firm for the contract duration unless otherwise specified herein, and no invoices will be accepted, or payments made, in excess of these prices without our prior agreement and the issue of an official amendment.

4.2. All prices are exclusive of any applicable value added tax (VAT).

4.3. No additional charge shall be made for packaging, insurance or delivery unless otherwise agreed and set out in the Order and such charge shall be separately identified on the invoice.

4.4. The cost of packing is included in the price and no packing or purchase charges will be accepted. Any returnable packing requirements must be notified separately in respect of each consignment.

## **5. PAYMENT**

5.1. On or after delivery of the Goods or performance of the Services, the Supplier shall submit an invoice to the address of the Purchaser stated on the Order.

5.2. Unless otherwise stated in the Order, the Purchaser shall pay the invoice net 60 days at the end of the month in which the invoice is delivered.

## **6. DELIVERY**

6.1. Delivery shall be made in accordance with the instructions set out on the Order and time shall be of the essence in relation to the delivery dates set out on the Order.

6.2. All Goods must be properly and securely packed.

6.3. The Purchaser may reject any Goods delivered which are not in accordance with the Order, and shall not be deemed to have accepted any Goods until the Purchaser has had a reasonable time after any latent defect in the Goods has become apparent.

6.4. The Supplier shall not be liable for delays in delivery due to Force Majeure provided that the Supplier promptly notifies the Purchaser of any delay or anticipated delay as soon as it is known and resumes performance as soon as possible thereafter. However, if such delay exceeds fourteen (14) days the Purchaser shall be entitled to terminate the Order without incurring any liability whatsoever except in respect of that part of the Goods already delivered and accepted by the Purchaser prior to such termination.

6.5. When the Purchaser contributes to the cost of jigs, tooling, test equipment etc and related drawings and information, the Purchaser owns such items and the Supplier will keep an auditable register of this equipment. This register will also include equipment issued to the Supplier by the Purchaser for use in manufacture of the Goods.

6.6. The Purchaser shall have the right to request the Supplier to delay delivery of any of the Goods without revision of the price.

## **7. TITLE AND RISK**

7.1. Title to and risk in the Goods shall pass to the Purchaser on delivery.

7.2. In cases where Goods which are the property of the Purchaser are issued to the Supplier, the Supplier shall be liable for the risks of damage to or loss of those Goods whilst in the Supplier's possession.

## **8. WARRANTIES AND LIABILITY**

8.1. The Supplier warrants that the Goods conform in all respects with the Specification.

8.2. The Goods are free from defects (whether actual or latent) in design, materials and workmanship.

8.3. The Goods correspond with any relevant Specification or sample

8.4. Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Order, then the Purchaser shall be entitled for the Goods to be returned to the Supplier's premises at the Supplier's expense and for the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Order within seven days.

8.5. If a breach of warranty by the Supplier causes any of the Goods not to be available for the Purchaser's use within the warranty period agreed for the Goods then the warranty period for the Goods shall be extended by the period during which they were not available for use by the Purchaser.

8.6. The Supplier shall indemnify the Purchaser against liability, loss, damages, costs and expenses (including legal expenses) for any claims against or incurred by the Purchaser as a result of or in connection with breach of any warranty given by the Supplier in relation to the Goods or the Services

8.7. Neither the Supplier nor the Purchaser shall be liable to the other or be deemed to be in breach of the Order by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control:

8.7.1 Act of God, explosion, flood, tempest, fire or accident;

8.7.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.7.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.7.4 Import or export regulations or embargoes;

8.8. For the avoidance of doubt, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Purchaser or of a third party) shall not be considered an excusable delay.

## **9. CONFIDENTIALITY**

All documents, drawings, specifications or information furnished or disclosed to you by us in connection with this Order shall be treated confidentially and shall not be disclosed to any third party without our prior written consent.

## **10. PATENT INDEMNITY**

By acceptance and in consideration hereof the Supplier warrants the Goods or Services delivered against this order do not infringe any Letters Patent of the United Kingdom of Great Britain and Ireland, of Eire and the Isle of Man; that he will defend any suit which may arise in respect thereof and that he will save the Purchaser harmless from any loss which may be incurred by the assertion of any patent rights with respect to the articles furnished hereunder.

## **11. TERMINATION**

11.1 Without prejudice to any of the Purchaser's rights and remedies, the Purchaser may terminate an Order in whole or in part by giving the Supplier notice in writing, identified as a notice of termination, whereupon all work on that Order shall cease.

11.2 The Purchaser will pay the Supplier, in full and final satisfaction of all claims arising out of such a termination:

11.2.1 The price of all goods and work which the Supplier has justifiably produced and completed in accordance with such terminated Order or part thereof and which the Purchaser has not paid for,

11.2.2 The cost to the Supplier of any justified work-in-progress in respect of such Order or part thereof.

11.2.3 The Supplier will give the Purchaser every assistance to ascertain the extent of such work-in-progress. The amount payable to the Supplier under this 11.2 will not exceed the total amount that would have been payable to the Supplier for the Goods or Work and the Supplier will submit notice of its claim within 2 months of termination.

11.3 The Purchaser may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

11.3.1 The Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);

11.3.2 An administrator or an administrative receiver of any of the property or assets of the Supplier is appointed;

11.3.3 The Supplier ceases, or threatens to cease, to carry on business.

## **12. GENERAL**

12.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

12.2 This Order and any resultant contract shall be governed by the laws of England and the English courts shall have exclusive jurisdiction.