



General Conditions of Sale and Trading

Definitions - In the conditions the expression 'the Company' is Aile Aviation. And all references to the customer are to the Person Company or corporation placing the order.

1. **General;** These conditions shall govern any sale of goods or services by the Company to the exclusion of any other terms and conditions except such as are approved in writing by a Manager, Director, or other authorized officer of the Company, current "incoterms" shall apply subject to the express provisions herein. Any waiver shall not prejudice the Company rights in respect of subsequent breach. Quotations are valid for only twenty-eight days and orders placed thereon are subjected to acceptance by the Company.
2. **Prices;**
 - (a) The Company reserves the right to vary prices (whether specifically quoted or otherwise) to take account increases in the cost of raw material, manufacture, packing transport or wages arising before dispatch.
 - (b) Prices are exclusive of VAT or other tax duty tariff or charge arising in the NL or Elsewhere.
 - (c) Unless otherwise agreed prices for goods are ex works, carriage and packing extra.
3. **Delivery dates;** any dates given for shipment or delivery is approximate
4. **Liability;**
 - (a) Subject to sub clauses (b), (c) and (d) the Company warrants goods and services against:
 - (i) Departure from its usual standards and specifications or in the case of goods manufactured to the Customers specification, departure from Customer's specification and defects in materials and workmanship, becoming apparent under normal use within twelve month of delivery of goods or performance of service provided such are notified to the Company within twenty-eight days becoming apparent. Breach of this industrial property rights of which the Company is aware at the date of the contract, except in respect of designs provided by the customer.
 - (b) If any goods or services do not comply with sub-clause (a)
 - (I) the Company will, at its reasonable option replace the same, rectify the breach or refund the appropriate part of the price (having regard to any benefit already enjoyed in respect thereof) or take back goods.
 - (c) The Company shall not be liable for:
 - (I) Design defect, unless new design is necessary specifically to fulfill the contract
 - (II) Consequential loss
 - (III) Any excess in total claims over the contract price
 - (IV) Technical advice or assistance which was not contractually bound to provide.
 - (V) Loss caused by delay
 - (VI) Any loss which the Company is precluded from recovering from a carrier by reason of the customer's failure to give the notice necessary for such recovery



(d) The express warranties herein are given in lieu of all other express or implied warranties conditions in respect of quality fitness and like and guarantees, save that arising under sections 12, 14 and 15 of the sale of goods act 1979

5. **Force majeure;** The Company shall be excused non-delivery or delay in delivery directly or indirectly caused by or resulting from made fundamentally more onerous by events or circumstances beyond the Company's reasonable control (including but without imitation suppliers delay and trade disputes, whether of the Company's employees or otherwise) in the event of any deliveries being so suspended or delays the period of the contract shall be correspondingly extended, or if deliveries are suspended for six months or more either party may, by notice in writing to the other, cancel the contract whereupon the Company shall either issue a credit invoice, as appropriate, in an amount equal to any equitable portion of the total contract price.
- (d) **Payment;** Payment shall be made net, and without set-off so as to be received on or before the shipment day unless otherwise agreed in writing. The Company shall be entitled to charge simply interest on overdue account at a rate of 0.05% per day.
- (e) **Passing of title;** the Company and the Customer expressly agree that until the Company has been paid in full for the goods comprised in this or any other sale contract between them, any goods comprised in this contract remain the property of the company (although the risk therein passes to the Customer at the point where delivery begins)
- (f) **Export deliveries;** In respect of all contracts for sale of goods execution of work outside the Netherlands the Customer will provide any necessary export licenses, import licenses or exchange control authorizations within a reasonable time.
- (g) **Work on site;** if the contract includes either work or supervision on site:
- (a) The necessary fuel, water, lightning, power and storage accommodation required by the Company shall be provided by the Customer at his own cost
 - (b) The Customer warrants that the site is safe for the work and the foundations are suitable for any plant or machinery to be installed.
6. **Tooling;** The Customer shall pay the cost of any tools specially bought or made for the purpose of the contract when the first sample is submitted. Such tools shall despite such payment, remain the property of the company which shall keep them in reasonable repair butt may dispose of them if they have not been used for 2 years
7. **Scheduled orders;** If there are to be schedules of requirement from time to time
- (a) The provision for under/over deliveries shall apply to the Customers schedules
 - (b) No arrears of goods will be subject to cancellation unless agreed in writing between the Customer and the Company
 - (c) The Customer will be committed to accept deliver of the goods scheduled for the next ensuing three months, and it will be liable for the cost of raw materials and other purchases made by the



company for the purpose of the Customer's scheduled requirements in respect of the following three months thereafter

8. **Law;** The law of the Netherlands shall govern the formation, interpretation and enforcement of the contract

9. **Insolvency;** If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him. We without prejudice to other remedies shall

(a) have the right not to proceed further with the contract or any other work for the Customer and be entitled to charge for the work already carried out (whether completed or not) and material purchased of the Customer's such as charge to be an immediate debt due to us

(b) In respect of all unpaid debts due from the Customer have general lien on all goods and property in our possession (whether completed or not) and shall be entitled on the property in such manner and at such price as we think fit and to apply proceeds towards such debts

10. **Cancellation;** orders placed cannot be cancelled except with the Company's written consent and on terms which will indemnify the company against any damage or consequential loss.

11. **Patents;** The Customers is to indemnify the company against any claims whatsoever for damages and costs against all liability in respect of any infringement of patent rights resulting from compliance with the Customer's instructions express or implied.