

TERMS AND CONDITIONS OF SALE

General

“Company” means Aviation Spares International Limited (Company No. 873756) whose registered office is at 2 Haviland Road, Ferndown Industrial Estate, Wimborne, Dorset BH21 7RF, England.

“Buyer” means any person, firm or company which orders or buys goods from the company and

“Goods” means the goods, which are the subject of the Buyer’s order.

- 1.2 These Conditions govern all sales of goods by the Company to the exclusion of any other terms and conditions. No variation of these conditions will be binding unless made in writing by the Company. No binding contract shall arise until the Company has notified its acceptance of the Buyer’s order. The Buyer may not cancel orders which have been accepted by the Company.
- 1.3 These Conditions supersede all previous oral or written representations, undertakings and agreements relating to the Goods. All information contained in the Company’s sales literature or correspondence is intended as a general guide only and does not form part of the sale contract. The Company’s employees and agents are not authorised to make representations or give undertakings relating to the Goods.
- 1.4 No delay or failure by the Company in enforcing its rights under these Conditions shall operate as a waiver of any default or subsequent breach unless confirmed in writing by the Company. The contract of sale is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
2. Delivery
 - 2.1 Delivery shall take place when the Company’s Carrier unloads the Goods at the Buyer’s premises or the Buyer’s freight forwarders premises. (where the Company arranges transport within the United Kingdom at the Buyer’s request) or Otherwise when the Buyer or its carrier or agent collects the Goods from the Company’s premises.
 - 2.2 All delivery dates (requested or agreed) are estimates only and shall not be liable for any delay in delivery. The Company may deliver the Goods in instalments and invoice for each instalment separately. Each delivery shall constitute a separate contract and any claim relating to specific instalments shall not entitle the Buyer to any right or remedy in respect of other instalments.
3. Price and Payment
 - 3.1 The Company may vary the price quoted if the Buyer orders a different quantity of Goods from That stated in the quotation.
 - 3.2 The price of Goods includes standard packaging But excludes value added tax, unless the Company states otherwise in writing.
 - 3.3 The Company may impose such terms relating To payment, credit, security or guarantees as it Thinks fit. Unless the Company states otherwise in writing, the Buyer shall pay the Company’s invoices in full without any deduction within thirty days after the end of the month in which the invoice is issued. Time of payment is of the essence.
4. Risk and Title
 - 4.1 Risk in the Goods shall pass to the Buyer upon delivery.
 - 4.2 Property in the Goods shall pass to the Buyer when The Company receives payment in full of price of the Goods and all other sums owing to it from the Buyer on any account. This shall not prevent the Company from suing for the price of any Goods.
 - 4.3 Until property in the Goods passes to the Buyer:
 - (a) it shall hold the Goods as the Company’s bailee keep them secure, insured, separate from any other goods and identifiable as the company’s property.
 - (b) it may use or resell the Goods in the ordinary course of its business, but shall not otherwise deal with them, charge or pledge them or allow any lien or other interest to arise over them and
 - (C) if the Buyer fails to pay any sum due to the Company on the due date or its subject to any of the Events referred to in the Condition 9.1 (b) or the Sale contract is terminated for any reason, then the Company may immediately repossess the Goods and the Buyer shall immediately cease using or dealing with them and shall make them available for collection at the Company’s request.
 - 4.4 The Buyer irrevocably authorises the Company and Its representatives to enter any premises or vehicles Where Goods belonging to the Company may be held in order to inspect and repossess such goods in accordance with these conditions.
5. Acceptance
 - 5.1 The Buyer shall inspect the Goods upon delivery and shall be deemed to have accepted them unless it informs the Company and the Company’s carrier in writing of any loss, shortage, excess or visible damage or non conformity within seven days after delivery. The Buyer shall notify any total failure to deliver within seven days after the date of the Company’s invoice. The Buyer may not reject short or excess deliveries which are within a margin of 10% (for bespoke goods) and 5% (for standard Goods) of the quantity ordered.
6. Warranty
 - 6.1 The Company warrants that rotatable Goods will be reasonably free from defects in workmanship and materials and will conform to the Company’s specification for a period of 6 months or 500 hours after delivery. The Buyer’s sole remedy for any proven breach of this warranty shall be (at the company’s option) the repair or replacement of the Goods or a refund of the price paid for the Goods, in each case subject to the Buyer returning the Goods carriage paid to the Company within the 6 month warranty period. This warranty does not apply to damage or defects resulting from wear and tear overloading and misuse.

- 6.2 The Company does not warrant that the Goods Are suitable for the Buyer's particular Requirements and all other representations, Warranties, terms and conditions, whether express implied, are excluded to the fullest extent Permitted by law,
- 6.3 Where the Goods are to be delivered by instalments Any defect in any instalment shall not entitle the Buyer to cancel the remainder of the instalments.
7. Limitation of Liability
- 7.1 Nothing in these conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or for any breach of the statutory implied undertakings as to title to the Goods or for fraudulent misrepresentation.
- 7.2 The aggregate liability of the Company, its employees and agents to the Buyer in respect of any direct physical damage to the Buyer's property caused by the Company's negligence shall be limited to £100,000 in respect of any single event or series of connected events.
- 7.3 In all other cases, the aggregate liability of the Company, its employees and agents, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising shall not exceed the price of the Goods payable under these conditions in respect of which the claim is made.
- 7.4 In no circumstances will the Company, its employees or agents be liable for:
- 7.4.1 Any business interruption, loss of use, revenue, contracts, profits, goodwill, loss of anticipated savings, loss arising from third party claims which arise out of or in connection with the performance by the Company of these conditions.
- 7.4.2 Any damages, costs, expenses or other claims for Consequential compensation whether arising from Negligence, breach of contract or howsoever caused Which have not arisen naturally from the breach by the Company and which were not at the date of acceptance of the Buyer's order reasonably foreseeable as liable to result from the breach.
- 7.5 The Company will in no circumstances be liable for any claim relating to the Goods or the contract of sale which is notified to the Company more than twelve months after the date of the Company's invoice.
8. Force Majeur
- 8.1 The Company will not be liable for any failure or delay In performing its obligations caused by any event Which is beyond its reasonable control, Including without limitation any act of God, fire, flood, plant breakdown, malicious damage, theft, non-availability of power, water, supplies or materials, industrial action, act of government or other public authority, civil disturbance, terrorism or war.
9. Termination
- 9.1 Without prejudice to any other remedy, the Company may immediately withhold deliveries, repossess Goods which remain its property and/or terminate the sale contract (and any other contract with the Buyer) if the Buyer:

(a) breaches any of these conditions or fails to pay any sum due to the Company on any account on the due date or;

(b) ceases trading or is unable to pay its debts as they fall due within the meaning of section 123 of the insolvency act 1986, or has a receiver, or liquidator appointed over all or any of its business or assets or passes a resolution for winding up or is the subject of any application, petition or order for administration, winding-up, dissolution or bankruptcy, or enters into any composition or voluntary arrangement with its creditors, or is subject to any similar event of insolvency in any other jurisdiction, or if the Company reasonably suspects that the Buyer is likely to be subject to any of such actions or events.

10. Miscellaneous

10.1 The Company may sub-contract all or any of its Obligations under the sale contract.

10.2 All materials supplied by the Buyer to the Company shall be at the Buyer's risk while they are in possession of the Company or in transit to or from the Buyer and the Buyer shall insure them accordingly.

10.3 The Buyer warrants that it has authority to supply any materials, designs and specifications provided by it to the Company .