



BRUNTONS AERO PRODUCTS TERMS & CONDITIONS OF SALE

1 DEFINITIONS

In these Conditions:

Conditions means the terms and conditions contained within this agreement.

Contract means the contract for the supply of specified Goods formed by the Company's acceptance of the Order for such Goods through the Order Acceptance.

Company refers to Bruntons Aero Products Plc (**Bruntons Aero Products**), including all of its subsidiaries, affiliates, divisions, and any other entities, whether directly or indirectly controlled (hereinafter collectively referred to as the **Group**), encompassing all divisions, specialties and any other operational units within the Group, regardless of their geographical location, legal structure, or specific area of operation.

Customer means the person, firm or company placing an Order with the Company.

Goods means all of the products which are the subject of the Order.

Order means the Customer's order for the Goods whether made in writing, by telephone or otherwise.

Order Acceptance means any written document from the Company to the Customer setting out the terms on which the Order is accepted by the Company or, where no such written document is supplied, the delivery of the Goods to the Customer.

Services means any such services (including, without limitation, modification of the Goods as requested by the Customer) as may be provided by the Company in relation to the supply of the Goods.

Specification means the Company's standard specification for the Goods, the specification for the Goods submitted to the Company by the Customer as agreed in writing by the Company, or such other specification agreed in writing by the Company.

Tool means all the tools, jigs, fixtures, assembly equipment and validation of such which are the subject of the Customer's order.

Validation means a process which the Company and Customer agree shall apply to the testing and approval of the Tools.

In this Contract, the following rules apply: (i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), (ii) a reference to a party includes its personal representatives, successors or permitted assigns, (iii) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted, (iv) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms and (v) a reference to writing or written includes faxes e-mails and other online written communication.

2 FORMATION OF CONTRACT

All Goods sold and supplied by the Company are subject to these Conditions only. It is intended, in particular, that these Conditions will prevail over any terms and conditions on the

Customer's order form, acceptance note or other similar document. Consequently, if the Customer orders or accepts any Goods, or gives delivery instructions for any Goods or Services, it shall always be on the basis that these Conditions govern the Contract.

The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

The Order shall only be deemed to be accepted upon Order Acceptance, at which point the Contract shall come into existence.

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall neither form part of the Contract nor have any other contractual force.

A quotation for the Goods given by the Company shall not constitute an offer. Any order made pursuant to a quotation shall constitute an Order that is subject to Order Acceptance. A quotation shall only be valid for a period of 30 business days from its date of issue.

Where any of these Conditions allow a matter to be "agreed in writing" by the Customer then, unless otherwise stated, such agreement may be given by a representative, agent, sales or other reasonably appropriate employee of the Customer.

Where any of these Conditions are varied, such variation must be in writing and signed by a director of the Company in order to be binding. No other representative, agent or sales person has the Company's authority to vary, amend or waive any of these Conditions on behalf of the Company.

3 PRICE AND PAYMENT

The price and delivery terms shall be as stated in the Company's quotation. Such price may be increased by the Company if the cost of production, and/or the cost of raw materials increase and/or to take into account any fluctuations in exchange rates and/or if any Services are requested by the Customer in respect of the Goods.

The price of the Goods shall exclude (i) the costs of packaging, insurance, installation and delivery unless specifically agreed otherwise in writing and (ii) Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods each of which shall be added to the price for the Customer's account unless otherwise stated in the Contract.

If the Company's delivery note states that the packaging is to be returned to the Company then the Customer must within one month of the delivery of the Goods return such packaging carriage paid and in good condition to the Company. If the Customer fails to comply fully with this clause such packaging shall be charged to the Customer at the full replacement cost.



BRUNTONS AERO PRODUCTS TERMS & CONDITIONS OF SALE

Packing cases and materials will be charged extra but will be credited in full on return to the Company's premises carriage paid and in good condition within one month of receipt of the Goods by the Customer.

The price for the Goods includes the cost of providing the Company's usual guards and should the Customer require additional protection due to local conditions or legal requirements the cost of providing such protection will be added to the price and paid by the Customer. Unless otherwise specified, reels and packing materials will be charged extra, but where stated to be returnable, will be credited in full on return to the Company's works carriage paid in good condition.

The Company will have a lien on all the Customer's goods and materials (including tooling supplied by the Customer) in the possession of the Company in respect of all sums owing to the Company.

Credit terms will only be offered in the event that the credit risk can be insured by the Company. Unless otherwise agreed in writing by the Company, invoices shall be payable by the Customer, within 30 days following the date of the Company's relevant invoice.

Tooling terms are specified on the quotation and are subject to Bruntons Aero Products's Terms & Conditions of Quotation outlined at www.bruntons.co.uk. Production of mouldings or assembled devices cannot commence until tooling costs are paid in full.

The Company may charge interest on any late payment at a rate of four per cent per annum above the base lending rate from time to time of HSBC Bank plc both before and after any judgment in respect of such late payment. Such interest will accrue on any unpaid amount from the due date until payment in full.

Notwithstanding clause 3 above, time for payment of the Company's invoices shall be of the essence and any delay shall entitle Company to treat contract as repudiated or, at its discretion, postpone the fulfilment of its own obligations until such overdue payment is made.

The Customer shall be liable for any exchange losses of the Company due to payment after the due date where payment is made in a currency other than the currency of the jurisdiction in which the transaction occurs.

4 DESCRIPTION OF GOODS

The Company gives specific warranties in relation to the description of the Goods and the performance of any Services in clause 8. Apart from those warranties, all specifications, descriptions, drawings, photographs, illustrations, dimensions, weights and other technical information and particulars of the Goods and any advertising matter and sample books are, whilst given in good faith by the Company, only intended to serve as a guide. Such items should not be relied on by the Customer or treated as forming part of the Contract unless comprising part of the Specification or specifically referenced and signed by a director of the Company.

5 DELIVERY

Unless otherwise stated in the Order Acceptance the Goods shall be delivered as agreed in accordance with Incoterms, at such premises of the Company as may be stated in the Company's quotation.

Delivery up to 10 per cent above or below the quantities set out in the Order shall be permissible.

Any delivery time, date or period set out in the Contract (**timescale**) shall be regarded as an estimate only and shall not be of the essence of the Contract. The Company will use all reasonable endeavours to meet the timescale but shall not otherwise incur any liability for any loss or damage resulting from its failure to do so unless the parties have expressly agreed otherwise in writing.

Any timescale shall date from the receipt of the Customer's written Order to proceed, or the provision by the Customer of the necessary information, drawings and specifications (including, without limitation, the Specification (if relevant)) to enable the Company to commence the Services or provide the Goods, whichever is the later.

If the Customer (i) fails to give all the necessary instructions and documents for the Goods or otherwise causes or requests a delay or (ii) fails to take delivery of the Goods on the date of delivery, the Company will be entitled (but not obliged) without prejudice to its other rights to store the Goods at the Customer's risk and the Customer shall pay all reasonable costs and expenses of such storage and any additional costs of carriage incurred.

Where, pursuant to the Order Acceptance, the Company is responsible for the transportation of the Goods, any claim by the Customer in respect of: (i) loss and/or damage to the Goods, or shortages from any consignment made shall be notified to the Company as soon as the Customer becomes aware (or ought reasonably to have become aware) of such non-delivery, loss or damage and in any event not later than three working days after the date of delivery and, in any event, the Customer must have inspected the Goods on delivery in the presence of the Company's delivery agent and any damaged or defective Goods or shortages must be endorsed on the delivery receipt accordingly; (ii) non-delivery of a whole consignment the said claims must be made within seven days of the Customer receiving the advice note or upon receipt of the invoice whichever is later, except in the case of export sales when claims must be made within seven days of the advised date or arrival. Subject to this clause 5, the Company shall repair or replace free of charge Goods damaged in transit and make good any non-delivery, provided that nothing has been done by the Customer which will invalidate any claim the Company may have on the carriers.

6 HIRE WORK

Hire work and work involving the use of the Customer's materials is undertaken by the Company only on the express understanding that the Company cannot be responsible for any distortion, faults or defects which appear or develop during or are caused by the work howsoever arising even resulting from any fault or negligence or mistake of the Company. The Company gives no guarantee or warranty of any kind but subject to the availability of capacity and



BRUNTONS AERO PRODUCTS TERMS & CONDITIONS OF SALE

facilities it will endeavour to correct any such distortion, faults or defects at the Customer's expense and be liable for damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

Unless it is otherwise expressly agreed in writing any waste material resulting from the performance of any hire work shall become the property of the Company but it is herein expressly agreed between the Company and the Customer that the Company may at any time order the Customer to remove any such waste material and the Customer hereby agrees that on receipt of any such order from the machinery of the Company by the material supplied by the Customer to the Company.

7 RISK AND TITLE

Unless otherwise stated in the Contract, the title, risk of loss or damage to the Goods shall pass to the Customer upon delivery of the Goods in accordance with clause 5.

If payments received from the Customer are not stated to refer to a particular invoice the Company may appropriate such payments to any outstanding invoice.

7.6 If, after title to any Goods has vested in the Customer, those Goods are held by the Company on its premises for more than 12 months and such Goods are not used by the Company during that period then the Company shall notify the Customer in writing of such non-use and shall request that the Customer collects those Goods from the Company's premises within 30 days. If the Customer either does not respond to the Company's request or notifies the Company that it does not intend to collect the Goods during such period then the Company shall be entitled to deliver such Goods to the any of the Customer's premises at the Customer's risk and cost.

8 WARRANTY

The Company warrants that (i) the Goods shall be substantially in accordance with the Specification for a period of 90 days after the date of delivery to the Customer, (ii) any Services shall be provided using reasonable care and skill and (iii) it will pass good title in the Goods to the Customer.

The Customer shall notify the Company as soon as reasonably practicable upon becoming aware that any Goods are defective pursuant to the aforementioned warranty provisions.

The Company warrants that it will (at the Company's choice) either repair or replace, or refund the full purchase price of any Goods which are accepted by the Company as being defective pursuant to this clause 8 save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties, in which event the Customer's only remedy will be against that third party, and the Company will, so far as it is able to do so, give the Customer the benefit of any express guarantee or warranty by the manufacturer or supplier of such materials and of any other rights which the Company has against such manufacturer or supplier. Save as set out in clause 9, the

Company shall have no further liability in respect of defective Goods, whether under the warranty set out in this clause 8, or any condition or warranty implied by law or under any other claim in respect of the Goods or Services or any workmanship in relation thereto.

The warranty given in this clause 8 shall not extend to Goods that (i) become defective resulting in damage in the course of transportation or by handling storage, operation use or maintenance in a manner or environment not conforming to the instructions or specifications of the Company; (ii) are not either made available to the Company for inspection, or returned to the Company at the Customer's own expense, as the Company may request; or (iii) have been manufactured to and conform to the Customer's specification.

In respect of Services, if the Company accepts within the warranty period set out in this clause 8 that it has failed to execute the Services in accordance with the express terms of the Contract the Company may at its own option perform against such of the Services as have not been carried out in accordance with the express terms of the contract or repay the Customer the charge for such of the Services as have not been so performed (provided such charge shall have been paid to the Company by the Customer).

Except as expressly provided for in this clause, and to the maximum extent permitted by law, all warranties, (whether express or implied by statute or common law or howsoever) are excluded, including but without limitation (i) those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to the Company) and (ii) any aspect relating to the performance, composition or attributes of the Goods other than as expressly stated in the Specification.

Where the Customer orders Goods or materials of a type, size or quality not normally produced by the Company or services not normally performed by the Company, the Company will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable, or uneconomical to carry out or complete the order, the Company reserves the right to cancel the contract or the uncompleted balance thereof, in which event the Customer will only be liable to pay for the part thereof actually delivered or performed.

The Customer hereby: (i) agrees to indemnify the Company against any liability which the Company may incur (whether such liability arises by way of judgment or bona fide settlement of any claim) under relevant consumer protection legislation, whether by way of civil or criminal proceedings in respect of the Contract; and (ii) warrants, where the Goods are manufactured to the design or specification of the Customer, that it has full rights to such design or specification and will hold the Company indemnified in respect of any claim made against the Company by a third party in respect of confidentiality, infringement of registered design or patent rights, copyright, passing off, defamation or otherwise.

9 LIMITATION OF LIABILITY

Nothing in these Conditions shall exclude or limit the Company's liability for fraud or for loss arising from death or personal injury caused by its negligence.

The aggregate liability of the Company to the Customer in respect of any claim or claims, whether such liability arises in



BRUNTONS AERO PRODUCTS TERMS & CONDITIONS OF SALE

contract, tort (including negligence) or breach of statutory duty or otherwise shall be limited to direct losses of the Customer up to an amount equal to the aggregate price of the Goods in respect of which the claim has arisen.

Subject to the above, the Company shall under no circumstances be liable for (i) any loss of anticipated profit or loss of business (whether direct or indirect), (ii) any loss of anticipated savings (whether direct or indirect), (iii) any damage to reputation (whether direct or indirect), (iv) any third party claims against the Customer or (v) any indirect, special or consequential loss whatsoever, whether such liability would otherwise arise in contract, tort (including negligence) or breach of statutory duty or otherwise.

10 NON-PRIME GOODS

Goods sold as agreed by the Company and the Customer to be sold as "other than prime", "non-prime" or by similar description or with a specified deviation are sold in their actual state as seen without warranty and with all faults whether or not the Goods have been inspected by the Customer prior to delivery. Any statement, specification, description or other information provided by the Company in respect of such Goods is given in good faith but the Company can accept no responsibility for its accuracy. Under no circumstances will the Company be under an obligation to replace or make such Goods or entertain any claim whatsoever in respect thereof.

If the Customer shall re-sell such Goods sold as "other than prime", "non-prime" or with a specified deviation or under any description which implies that the Goods do not comply with any recognised specification or standard without processing or otherwise altering their state, save by decoiling, cutting or re-bundling the same, the Customer shall ensure that provisions in similar form to those set out in this clause are incorporated in the re-sale agreement.

11 INTELLECTUAL PROPERTY PROTECTION

The Customer shall indemnify and keep the Company indemnified against all liabilities, actions, suits, claims, demands, costs, charges, damages, losses (including, without limitation, all and any special, indirect or consequential losses (which shall include, without limitation, loss of profit, loss of business and loss of goodwill)) and expenses suffered or incurred by the Company and/or for which it may be liable to any third party due to, arising from or in connection with (i) where the Specification is supplied by the Customer, any claims that the use by the Company of the Specification in accordance with the terms of this Agreement infringes the patents, trade marks, copyright or other intellectual property right subsisting throughout the world of any third party provided the Company promptly notifies the Customer of any such claim and allows the Customer sole conduct of all negotiations and proceedings in respect of the same and makes no admission of liability and (ii) any claim made against the Company or any loss or liability suffered or incurred by the Company which results from the act or omission of the Customer whether or not such liabilities, actions, suits, claims, demands, costs, charges, damages, losses or expenses

were foreseeable by the Company or the Customer at the date of the Contract.

12 TERMINATION

If the Customer (i) defaults in any payment or is otherwise in breach of any of its obligations to the Company under the Contract or any other contract with the Company (and fails to remedy the breach having been given 28 days written notice of such failure) or (ii) enters into voluntary or compulsory liquidation or has an administrator, administrative receiver, receiver or any analogous officer appointed over all or part of its assets, the Company may, by notice in writing to the Customer, without prejudice to any other rights, forthwith suspend or cancel any uncompleted part of the Contract or stop any Goods in transit or require payment in advance or satisfactory security for further deliveries under the Contract and/or terminate the Contract.

Customer agrees to pay the Company all loss, cost or expense incurred in the enforcement of its rights or in the recovery of any default under this Contract, including but not limited to, attorney's fees and court costs and interest at the rate of four (4%) percent above the Bank of England on the amount due hereunder from due date until paid.

13 FORCE MAJEURE

The Company shall not be liable to the Customer for any loss or damage caused to or suffered by the Customer as a direct or indirect result of the supply of the Goods by the Company being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the Company including, without limitation, circumstances affecting the provision of all or any part of the Goods by the Company's usual source of supply or delivery.

Any obligation of the Company under this Contract that is affected by a force majeure event shall be suspended for the duration of the force majeure event, and any affected deadlines or delivery dates shall be extended accordingly.

14 SEVERABILITY

The parties intend that every provision of these Conditions shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes to any extent invalid, illegal or unenforceable, it shall to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect.

15 ENTIRE AGREEMENT

This Agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and undertakings between the parties, relating to its subject matter.

Each party acknowledges that it is not entering into this Agreement (or any other document to be entered into pursuant to it) in reliance upon, any representation, warranty, collateral contract or other assurance made by or



BRUNTONS AERO PRODUCTS TERMS & CONDITIONS OF SALE

on behalf of any other party before execution of this Agreement (except those set out in this Agreement and the documents referred to in it). Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of, any such representation, warranty, collateral contract or other assurance. Nothing in this Agreement shall, however, limit or exclude any liability for fraud.

16 WAIVER

Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach.

17 SUPPLY CHAIN TRANSPARENCY

Company warrants that it shall at all times comply with its obligations under the UK Modern Slavery Act 2015 ("Act"). In completing its obligations related to a Contract, all parties warrant that they will ensure that their employees, agents, suppliers or sub-contractors do not do anything which would infringe any relevant anti-bribery and anti-corruption laws, including but not limited to anything which may amount to an offence under the UK Bribery Act 2010.

18 GOVERNING LAW

The construction, validity and performance of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19 THIRD PARTY RIGHTS

Any person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not affect any rights or remedies of a third party which exist or are available apart from that Act.