



Terms & Conditions of Sale

1. Definitions

In these Conditions of Sale:-

The "Company" means FSL Aerospace Limited.

The "Conditions" means these Conditions of Sale.

The "Purchaser" means the company, firm or individual who buys or has agreed to buy the Goods.

The "Quotation" means the quotation addressed to the Purchaser by the Company and any quotation given by the company shall not constitute an offer and will only be valid for a period of 30 days from the date of its issue unless agreed otherwise

The expression "export contract" means a contract for the sale of Goods where the Goods are consigned outside the United Kingdom.

The "Goods" means any item of whatsoever nature which the Purchaser buys or has agreed to buy from the Company on the Conditions and those Goods are to be described by reference to their identity number or specification or catalogue reference for the avoidance of doubt the company does not hold out that any Good supplied under these Terms and Conditions will be fit for any purpose intended by the Purchaser or any other end user and the use of the Goods and their purpose is a matter for the judgement of the purchaser and any end user.

The expression "liability whatsoever" shall include, without prejudice to the generality of the expression, liability in tort (including negligence) and in contract, including liability for consequential loss (including loss of profit) or damage of any kind howsoever caused or arising.

The expression "Ex Warehouse" and "FOB", shall have the meanings given to them by the ICC Incoterms from time to time save where such meanings are inconsistent with the Conditions.

2. General

(a) Unless otherwise stated acceptance of the Quotation must be communicated by the Purchaser to the Company within 28 days from the date of the Quotation in order to constitute a binding contract.

(b) The placing of an order (whether orally or in writing) and whether or not based on a Quotation shall be deemed to be subject to the Conditions which shall apply to the exclusion of any other provisions contained in any other document issued by the Purchaser and, in particular, but without prejudice to the generality of the foregoing, contained in any order sent by the Purchaser.

(c) No modification or amendment of the Conditions shall be binding upon the Company unless agreed to in writing by someone duly authorised on behalf of the Company.

(d) Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists and other published matter are approximate only and none of these form part of any contract or give rise to any independent or collateral liability upon the part of the Company being intended merely to present a general idea of the Goods as described therein.

(e) These conditions apply to the contract between the Company and the Purchaser to the exclusion of any other terms that the Purchaser seeks to impose or incorporate prior to or after the contract or which are implied by trade custom practice or course of dealing. Any amendment to the contract or these Terms and Conditions between the Company and the Purchaser can only be validated if it is in writing and signed by both parties.

3. Price

(a) Unless otherwise stated the price for the Goods in respect of:

(i) Contracts for delivery within the UK is Ex Warehouse including the cost of basic packaging but excluding freight, insurance, delivery charges, VAT and all applicable taxes and duties the cost of which shall be determined as at the date of despatch and shall be payable by the Purchaser.

(ii) Export contracts are FOB the port nominated by the Company and includes the cost of basic packaging.

(b) The cost of any special packaging shall be determined at the date of despatch and shall be payable by the Purchaser.

(c) The Purchaser shall not be entitled to make any deduction from the price of the Goods in respect of any set-off or counter-claim unless both the validity and the amount thereof have been expressly admitted by the Company in writing.

(d) Unless otherwise stated:

(i) Any Quotation is based upon the current cost of materials, labour, transport, overheads and other charges and the price quoted is subject to fair adjustment reflecting any alteration in the cost of materials, labour, transport, overheads or other charges during the period between the date of the Quotation and the date of despatch.

(ii) Where orders are accepted by the Company for plated products owing to production problems associated with plating, the Company reserves the right to adjust its prices within tolerance of +/- 5% to allow for loss in the plating process.

(e) The Company applies a minimum net invoice value of £25 to all orders for less than £25 of Goods.

4. Payment

(a) Save in the case of export contracts; unless an account has been opened payment is to be made by the Purchaser with the order. In the case of approved accounts, the Purchaser shall make full payment to the Company by the end of the month following the month within which delivery was made. If payment is not made in accordance with the foregoing the Company, without prejudice to its other rights hereunder, shall be entitled to charge, in addition to any monies due hereunder, interest on the outstanding amount at the rate of 2% per annum above the Base Rate of Barclays Bank Limited from time to time in force until the outstanding amount is paid.

(b) In the case of export contracts, the Purchaser shall, at the Company's discretion, deposit at a Bank, nominated by the Company, an irrevocable documentary credit negotiable through a bank acceptable to the Company.

(c) Time of payment is of the essence.

(d) Failure to pay the price or any part thereof or any other monies payable by the Purchaser hereunder will also entitle the Company at its option and without prejudice to any other right or remedy to refuse to make delivery of any further consignment of Goods under this contract or goods under any other contract or to cancel any uncompleted order without incurring any liability whatsoever to the Purchaser for any delay.

(e) Where payment is made by cheque, it shall not be deemed to have been made until the cheque has been honoured by the drawer's bank.

5. Transfer of Property

(a) Legal and beneficial ownership of the Goods shall remain with FSL Aerospace Limited, until full payment for the Goods has been made. Until ownership passes the Purchaser must keep the Goods free from any charge, lien or other encumbrance. The Purchaser acknowledges and admits that until full payment for the Goods has been made it holds the Goods in a fiduciary relationship as Bailee of FSL Aerospace Limited.

(b) While any payment in respect of the Goods remains outstanding the Company may at any time and from time to time until ownership has passed in the Goods require them to be returned to it and if this requirement is not immediately complied with may retake possession of the Goods and may enter any premises of the Purchaser for such purposes and sever the Goods from anything they are attached to without being responsible for any damage caused. Such return or retaking of possession shall be without prejudice to the obligation of the Purchaser to purchase the Goods.

(c) The Company may maintain an action for the price of the Goods not withstanding that ownership of them has not passed to the Purchaser.

(d) The Company or any person nominated by it shall at any time and from time to time until payment in full or for the Goods has been made by the Purchaser have full access to all the books of accounts and documents and papers of the Purchaser relating to any one or more of the following:

(i) The Purchaser's dealings with the Company;

(ii) The Purchaser's dealings with the Goods;

(iii) The Purchaser's dealings with the proceeds of sale of the Goods.

6. Risk

(a) The Goods shall be at the Purchaser's risk from the occurrence of the first point of time of any of the following events;

(i) The physical delivery of the Goods to the Purchaser at the Company's place of business; or

(ii) The physical delivery of the Goods to the Purchaser's carrier or to an independent carrier for the purpose of transmission to the Purchaser or his nominee; or

(iii) The physical delivery of the Goods to the Purchaser's place of business by the Company.

(b) The Goods shall remain at the Purchaser's risk not withstanding any subsequent return or retaking of possession by the Company.

7. Delivery

(a) Unless otherwise stated in writing any time or date for the delivery shall run from the date on which acceptance of the order is communicated to the Purchaser.

(b) The Company shall make all reasonable endeavours to effect delivery on the date stated but any time or date stated for delivery is given and intended as an estimate only and shall not be of the essence.

(c) Delivery of the Goods shall be deemed to have taken place upon the first point in time of any of the events specified in Condition 6 (a) above. Signature of any delivery note by an agent, employee or representative of the Purchaser or by any independent carrier shall be conclusive proof of the delivery of the Goods – Section 36 of the Sales of Goods Act 1893 shall not apply.

(d) Without prejudice to any rights of the Company hereunder if the Purchaser shall fail to give on or before the agreed date of delivery all instructions reasonably required by the Company and all necessary documents, licences, consents and authorities (which the Purchaser is obliged under the Conditions or by law to obtain) for forwarding the Goods or shall otherwise cause or request delay the Purchaser shall pay to the Company all costs and expenses incurred arising from delay.

(e) Unless otherwise stated in writing the Company shall be entitled to make partial deliveries or deliveries by instalments and to determine the route and manner of delivery of the Goods and shall for the purposes of Section 32(2) of the Sale of Goods Act 1893 be deemed to have the Purchaser's authority to make such contract with any carrier as the Company may seem reasonable. If the route involves sea transit the Company shall not be obliged to give the Purchaser the notice specified in Section 32(3) of the Sale of Goods Act 1893. The Company will however, at the request of the Purchaser and for the account of the Purchaser, arrange marine insurance of the Goods and report shipment of the goods to the insurers but shall not be under any liability whatsoever for any error in complying with such request or omission to do so.



(f) If the Company is prevented from making delivery of the Goods or any part thereof on the agreed date of delivery by any cause whatsoever to the Purchaser and shall be entitled at its option either to cancel the contract or to extend the time or times for delivery by a period equivalent to that during which such delivery has been prevented. Without prejudice to the generality of the foregoing industrial strike actions by the Company's employees shall be deemed to be a cause outside the Company's control.

(g) Where delivery of the Goods is made in instalments, each instalment shall be construed as constituting a separate agreement to which all the provisions of the Conditions shall (with any necessary alterations) apply.

(h) Any services supplied by the company in addition to Goods shall be as described in any details or service specifications and the company will use its reasonable endeavours to meet any performance dates and for the avoidance of doubt the supply of goods or services will not be on the basis that time is of the essence.

8. Return

The Company cannot accept the return of Goods which have been supplied in accordance with a contract except in the exceptional circumstances and then only with prior written agreement. The Company accepts no liability whatsoever for Goods returned to it in any other circumstances and such Goods will be re-despatched at the Purchaser's risk and expense and the Purchaser shall indemnify the Company in respect of any storage, carriage or other charges paid or incurred by the Company in connection with the wrongful return of such Goods.

9. Acceptance

(a) The Purchaser shall have no right to reject the Goods on the grounds of variation from the quantity ordered where such variation is 10% of the quantity of the Goods ordered.

(b) Any discrepancy between the quantity or type of Goods specified on the Company's delivery note and the quantity or type of Goods delivered to the Purchaser or any damage to the Goods must be notified in writing to the Company (and the carrier where appropriate) within seven days of delivery.

(c) Unless the notice specified in Condition 9(b) is given within seven days of delivery the Purchaser shall be deemed to have accepted the Goods.

10. Warranty

(a) In the event any of the Goods are found defective:-

(i) as a result of any fault or defect which occurred during manufacture of the Goods before purchase by the Company, the Company will provide such reasonable assistance to the Purchaser as may be required in pursuing any claim against the manufacturer of the Goods.

(ii) As a result of any fault or defect which occurred while the Goods were in the Company's possession or at the Company's risk the Company will pay to the Purchaser such a sum up to and not exceeding three times the price of the defective Goods or £1,000 whichever is the greater in respect of the Purchaser's loss caused by defective goods.

In addition to the Company's obligation in Condition 10(a) (i) and (ii) above the Company will at its option replace or refund the price of the defective Goods. Any Goods replaced by the Company will be replaced subject to the Conditions with any necessary alterations PROVIDED ALWAYS THAT the Purchaser:-

(i) first satisfies the Company that the Goods were properly handled, carried, stored and maintained after they were delivered to the Purchaser.

(ii) has notified the Company in writing of any defect within seven days of discovery of such defect.

(iii) shall not recover any amount under this warranty in excess of his actual loss.

(b) The warranty contained in Condition 10(a) above shall be in addition to the statutory rights of the Purchaser in the case of a consumer transaction as defined in the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended).

11. Exclusion of liability

(a) Save as expressly provided in Condition 10 and save where:

(i) The absolute prohibitions against exclusion and restriction of liability contained in Sections 2(i) and 6(i) of the Unfair Contract Terms Act 1977 apply, and

(ii) the Purchaser must rely on its own skill and judgement in relation to the Goods and the Company shall be under no liability whatsoever to the Purchaser for any defect in, failure of, or unsuitability for any purpose of the Goods or any part thereof whether the same be due to any act, omission, negligence or wilful default of the Company or its servants or agents whether expressed or implied, statutory or otherwise inconsistent with the provisions of the Conditions are hereby expressly excluded.

(b) The Purchaser is advised to review his own insurance position or alternatively to negotiate with the Company with a view to the Company accepting greater liability to be covered by insurance in consideration for an increase in the contract price and to test the Goods before using them in order to ascertain their fitness or suitability for the Purchaser's purpose as the Company is unable to accept any greater liability than that accepted under condition 11(a) above.

(c) All if any, statements, recommendations and advice given by the Company or the Company's servants or agents to the Purchaser or its servants or agents as to any matter relating to the Goods while given in good faith without responsibility and shall not give rise to any liability whatsoever on the part of the Company and the Purchaser shall be deemed to have represented and warranted to the Company by placing an order that no representation has been made to it by or on behalf of the Company that has in any way induced the Purchaser to enter into the contract with the Company.

(d) The Purchaser warrants to the Company that this Condition 11 satisfies the requirement of reasonableness imposed by the Unfair Contract Terms Act 1977.

12. Indemnity

The Purchaser shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including without prejudice to the generality of the foregoing claims for death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Company by any third party or which the Company may sustain, pay or incur in relation to any third party claim or demand arising out of or in connection with the use of the Goods or any part thereof in any manufacturing assembly or building process or from the sale, hire or use of the Goods or any part thereof or any product into which they or any of them have been incorporated, annexed or attached whether the same be due to any act, omission, negligence or wilful default of the Company or its servants or agents or to any other cause whatsoever.

13. Export contracts

In the case of export contracts all import duties, charges and assessments shall be paid by the Purchaser and the obtaining of any necessary export and import licences in respect of the Goods shall be the sole responsibility of the Purchaser and the Company shall be under no liability whatsoever to the Purchaser in respect of Goods exported without the necessary export and import licences.

14. Sub-contracts

The Company reserves the right to sub-contract the performance of the contract or any part thereof.

15. Confidentiality

Both parties must both during this Agreement and after its termination (without limit in time) keep confidential and not (except as authorised or required for the purposes of this Agreement) use or disclose or attempt to use or disclose any of the Confidential Information.

16. Assignment

The Purchaser shall not assign or transfer or purport to assign or transfer any contract to which the Conditions apply or the benefit thereof to any other person whatsoever without the consent of the Company.

17. Waiver

The omission to exercise or any delay in exercising any of its rights or remedies under any contract to which the Conditions apply shall not constitute a waiver of any such rights or remedies by the Company.

18. Insolvency

If any distress or execution shall be levied upon the Purchaser or if the Purchaser shall enter into any negotiation for assignment or composition with its creditors or if any resolution is proposed or petition presented to wind up the Purchaser or if a receiver of the Purchaser's assets or undertaking or any part thereof shall be appointed the Company shall be entitled to determine forthwith any contract then subsisting without prejudice to any claim or right the Company might make or exercise.

19. Proper Law

All contracts made between the Company and the Purchaser shall be governed by and construed in accordance with English law and, in the case of export contracts, the Uniform Laws on International Sales Act 1967 shall not apply and the Purchaser shall submit to the jurisdiction of the English Courts.

20. Headings

The headings in the Conditions are for convenience only and shall have no effect on their interpretation.