



Portsmouth Aviation Limited

Terms and Conditions - Purchase Orders

Definitions

1. In these Terms and Conditions and all documents relating to a Purchase Order, the following definitions apply:

“PA” means PORTSMOUTH AVIATION LIMITED

“Order” means the PA Purchase Order and any amendment thereto and where the context so admits any contract resulting therein.

“Specification” means the technical requirement and/or description of the Article(s) set out in the order.

“Supplier” means the person, firm, company, corporation on whom the order is placed.

“Article(s)” means all articles, materials or services described in the order.

Acceptance / Agreement

2. The Order is open for acceptance only upon the terms hereof, save for variations complying with Paragraph 3 below. The Order, including any special conditions set out and any documents referred to on the face hereof, constitutes the entire agreement between PA and the Supplier for the purchase and sale of the Article(s). Any written acceptance of the Order by the Supplier or any active acceptance (which shall include the Supplier’s commencement of the supply or procurement of Article(s) for PA) shall be conclusively presumed to be acceptance of the Order on the terms hereof and no documents raised by the Supplier in connection with the supply of the Article(s) (including without limitation any invoice or confirmation of order) shall be effective to vary the Terms and Conditions set out herein.

3. Any prior quotation or offer by the Supplier purporting to incorporate further or different Terms or Conditions is hereby rejected to the extent inconsistent with these terms.

4. Variation of these Terms and Conditions shall be effective only if made in writing and signed by an authorised officer of PA. Signature of a delivery note receipt or document of similar effect by an employee or director of PA shall not however constitute a variation for this purpose.

5. PA will not accept responsibility for any Article(s) unless supplied in accordance with the Order.

6. The PA Purchase Order number must be quoted on all documents and correspondence related to the Order.

Product Quality & Specification

7. The Supplier guarantees without limitation of any condition or warranty implied by law or statute (Implied Conditions) that the Article(s) will:

- a. Be the absolute property of the Supplier.
- b. Comply with specifications, drawings, designs or any other information supplied by or on behalf of PA to the Supplier in accordance with the Purchase Order and conforms to any samples previously supplied to PA where relevant.
- c. Be new and free from defects in material or workmanship.
- d. Conform to any statements made on the containers or label thereof or any instructions, data sheets or the like supplied in connection therewith.
- e. Be of merchantable quality and fit for any purpose which PA has made known to the Supplier or the Supplier otherwise has reason to know the Article(s) will be used.
- f. Comply with applicable Quality requirements set out in the Order.
- g. Be as durable as it is reasonable to expect having regard to the purposes for which the Article(s) are commonly used.
- h. In the case of Article(s) not of PA design, be free of any defects of design and capable of functioning efficiently when incorporated in the manufacture or supply of any products or services in which goods such as the Article(s) are commonly used.

8. Inspection, testing and acceptance of Article(s) by PA and payment therefore shall not affect any guarantees given by the Supplier under Paragraph 7 above.

9. Any replacement material, parts or goods supplied by the Supplier shall be supplied with the same guarantees as are given hereunder in respect of the Article(s).

10. If within a period agreed by the parties but in any event not less than 24 months following the date of delivery or acceptance or removal from original packing of Article(s), whichever shall be the later, PA discovers any failure of the Article(s) to comply with the guarantees herein contained or any of the terms of the Order, PA shall give notice thereof and may as soon as practicable return the Article(s) at the risk and expense of the Supplier who shall repair or replace the Article(s) with all possible speed and re-deliver the same in accordance with the Order so as to remedy the defect without any additional cost or liability to PA.

11. The Supplier agrees to indemnify PA against any loss of damage incurred or suffered by PA by virtue of any breach of any of the guarantees in this clause or of other conditions (including Implied Conditions) of the Order and to pay the costs of any returns,

recalls, repairs and replacements arising from any breach aforesaid and all costs and expenses arising in defending or settling any claims or actions brought against PA as a result of any claim in connection with any of the above matters. If requested by PA the supplier shall at its own expense defend any and all such actions. Notice of breach of any of the above guarantees will be given by PA by notice in writing. Unless the Supplier raises an objection within 14 days of service of such notice, the Supplier will be deemed to have accepted the contents thereof.

12. Where defects or non-conforming products or services give rise to rework on the part of PA, PA shall be entitled to indemnity from the Supplier for the cost thereof plus any loss of profits through any delay or loss of sales resulting from such lost time.

13. PA may assign the benefit of the guarantees and indemnities contained in the Order and all or any of its rights under such guarantees, agreements and indemnities and any Implied Conditions to any of its successors or customers to whom the Article(s) or goods incorporating the Article(s) are sold or transferred by PA.

14. Portsmouth Aviation Limited is certificated to BS EN ISO 14001, the internationally recognised environmental management standard. This places a requirement on us to communicate any environmental requirements that we have to our suppliers, contractors and customers. We therefore ask you to give consideration to the environmental impact of the services, products or activities that you provide. In particular a commitment to the prevention of pollution, improved energy efficiency, waste minimisation, the use of clean technologies and reduced packaging (whilst ensuring preservation of a quality product). Whilst these are not mandatory requirements, Portsmouth Aviation will give preference to suppliers that can demonstrate sound environmental practices. A copy of Portsmouth Aviation's environmental policy is available on our website or on request.

Statutory And Other Requirements

15. The Supplier undertakes that the goods are safe and without risk to health when properly used and comply in all respects with all relevant statutes, regulations, bye-laws and standards in force at the date of delivery including without prejudice to the generality of the foregoing Factories Act 1961 and the Health and Safety at Work Act 1974 (as amended) and proper evidence of all tests and examinations and research made in conjunction with the provisions of that Act.

Delivery

16. The Article(s) shall be delivered in the quantities and on the dates, or on expiry of the periods specified in the Order, to the place(s) named therein at the risk of the Supplier.

17. The Article(s) shall be packed in accordance with any special instructions contained herein and in the absence of any such special instruments, shall be properly packed and secured in such a manner as to be capable of long term storage and to reach their destination to conform in all respects with the Order and the guarantees herein contained.

18. Subject to Paragraph 18 of these Terms and Conditions, title to the Article(s) shall pass on delivery unless otherwise specified in the Order but without prejudice to any right

of rejection which may accrue to PA hereunder. This in no way affects the rights of the Supplier in respect of Design or Intellectual Property rights.

19. If delivery is postponed pursuant to Paragraph 28 hereof, title shall pass to PA 7 days after the date of receipt of notification from the Supplier that the Article(s) are due and ready for delivery or on such other date as may be agreed but the Articles shall nevertheless remain at the Supplier's risk until delivery has been completed.
20. Time shall be of the essence for delivery of Article(s) in accordance with the Order. If the Article(s) or any of them are not delivered on the Date(s) specified herein PA shall be entitled without prejudice to any other of its rights to determine the Order in respect of the Article(s) undelivered and of any other Article(s) already delivered in pursuant hereof which cannot be effectively and commercially used by reason of the non-delivery of the Article(s) undelivered. On such determination PA shall be entitled to:
 - a. Return, at the Supplier's risk and expense, any of the Article(s) already delivered but which cannot be effectively and commercially used as aforesaid and to recover from the Supplier any monies paid by PA in respect of such Article(s).
 - b. Recover from the Supplier any additional expenditure reasonably incurred by PA in obtaining other Article(s) in replacement.

Rejection

21. Without prejudice to any other of its rights hereunder PA may, by notice in writing, reject Article(s) which are found not to be in accordance with the Order. PA shall have the right to return rejected Article(s) to the Supplier at the Supplier's expense. Unless otherwise instructed, the Supplier shall without delay replace such rejected Article(s) with articles which are in all respects in accordance with the Order.
22. PA shall have the right to:
 - c. Issue a debit note to the Supplier in respect of the rejected goods and to claim a credit in respect of the amount in question against future invoices.

or
 - d. To issue a debit note with a time limit (14 days) for refund by the Supplier. If the Supplier does not give a refund by the end of the period then the Supplier becomes liable to pay interest on the amount of the debit note at a standard rate of interest.

Price

23. Prices shall be Fixed or Firm, as detailed in the Order and be exclusive of Value Added Tax (VAT) but inclusive of all other taxes and duties, packing and delivery of the Article(s) to their destination as specified in the Order.

24. The Supplier warrants that the prices of the Article(s) are no higher than prices charged or quoted by the Supplier for similar quantities of the Article(s) to the Supplier's other customers.

Documentation

25. Advice Notes and Certificates of Conformity (where required) shall be submitted by the Supplier to accompany Article(s).
26. Invoices shall be submitted to PA after despatch of the Article(s) and shall quote Order, item, part and specification numbers and description, quantities and weights where applicable.
27. All invoices shall state the price for the Article(s) exclusive of Value Added Tax and show the amount of VAT (if any) separately.
28. The Supplier shall promptly provide to PA all instructions relating to the use and disposal of the Article(s) and in particular, draw attention to any dangers, hazards, restrictions and special packaging and storage requirement associated with the Article(s).

Changes

29. PA may unilaterally, by notice in writing, make any of the following changes within the general scope of the Order and the Supplier shall comply therewith without delay
 - a. The shipping and packing instructions
 - b. The place of delivery
 - c. Any required Specification
30. Within 14 days after receipt of notification of any change as aforesaid, the Supplier shall submit to PA a statement, in such detail as PA may reasonably require, of the effect of such changes on the delivery schedule and as soon as practicable PA and the Supplier shall agree upon any necessary and reasonable adjustment to the delivery schedule or the price and incorporate said changes into the Order Amendment. Any increase in price shall be limited to Supplier's additional cost directly attributable to the change in question.

Confidentiality

31. The order and the subject matter thereof shall be treated as confidential between Supplier and PA and any sub-contractor of the Supplier shall be similarly bound. The Supplier shall not make use of PA's name or of any information contained in the Order for publicity purposes without PA's written consent.

Items On Loan

32. All tools, patterns, materials, drawings, data or equipment loaned by PA to the Supplier or obtained or manufactured by the supplier at a cost to PA in connection with the order shall be and remain the property of PA, shall be used solely for the purpose of

the order and shall be insured by the Supplier at its expense against all risks whilst in its custody. The Supplier shall on completion of the order or as otherwise directed, surrender the same to PA in good serviceable condition.

Access

33. PA's representatives and those of its customers shall at all reasonable times have access to the Suppliers' works or place of business for any purpose in connection with the performance by the Supplier of the Order. The Supplier shall secure the same facilities of access to the premises of its sub-contractors.

Sub-Contractors

34. No work except that as is customary in the trade or agreed by PA, shall be sub-contracted by the Supplier. Nor shall the Supplier assign or otherwise transfer any of its obligations hereunder without first obtaining written agreement from PA. Any such agreement shall not relieve the Supplier of its obligations hereunder. All sub-contracts shall be the responsibility of the Supplier.

Continuity Of Supply

35. The Supplier undertakes, if so requested by PA, to accept further orders in respect of PA's future requirements for the Article(s) at prices and delivery lead times no less favourable taking into account quantities, technical specification and the then current economic conditions.

Indemnities

36. The Supplier shall at all times indemnify and hold PA harmless against any claim by, or injury or loss or damage to, any persons or property directly occasioned by, or arising out of, or in consequence of the performance by the Supplier, his sub-contractor or agent of the Order or from the sale, use or possession of the Article(s) and against any costs charges or expenses occasioned to PA as a result thereof, provided always that the Supplier shall not be bound to indemnify PA as aforesaid, if the injury loss or damage in question was caused solely by the wrongful act or omissions of PA.

37. PA requires the Article(s) in pursuance of its commitment under contract and it is of paramount importance that the Supplier conforms strictly to the requirements of the Order. The Supplier hereby acknowledges that any breach by it of the Order may result in PA committing breaches of and becoming liable in damages under a contract with its customer and under other Orders made in pursuance thereof and may occasion further loss of expense in connection with the performance of the contract with its customer. All such damage loss and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach by the supplier.

38. The Supplier shall fully indemnify PA against any liability, damages or expenses whatsoever which may be incurred by PA as a result of any infringement or alleged infringement by the Article(s) of any patent or registered design or other industrial property right.

Termination

39. The Order may be terminated for convenience by PA at any time in whole or part by delivery to the Supplier of a Notice of Termination. In the event of notice to such effect being given, the Supplier shall comply with any directions with regard to the Article(s) which may be given by PA subject to the Supplier submitting, within three (3) months from the effective date of termination, claim in the form prescribed by PA in the Notice of Termination, PA shall indemnify the Supplier against any commitments, liabilities or expenditure which in the opinion of PA have been reasonably and properly incurred by the Supplier in connection with the Order and which would otherwise represent an unavoidable loss to the Supplier. PA shall not be liable to pay under the provision of this Condition any sum which, when taken together with any sums paid or due or becoming due to the Supplier under the Order, shall exceed the total price of the Article(s) the subject of the aforesaid Notice of Termination.

40. If the Supplier shall make default or commit any breach of its obligations hereunder then PA may, without prejudice to any other of its rights or remedies, forthwith by written notice terminate the Order in which event the provisions of Paragraph 38 above shall not apply. Upon such termination the rights and liabilities of PA and the Supplier shall be the same as if the Supplier had repudiated the Order and PA had, by its notice of termination, elected to accept such repudiation.

41. If the Supplier becomes insolvent or has a receiver or administrator appointed of its business or is compulsorily or voluntarily wound up or if PA, bona fide or believes that any such events may occur, then PA shall have the right, without prejudice to any other remedy, to suspend the performance of or terminate the Order without incurring liability except in respect of Supplies previously delivered.

42. Any termination of the Order shall not prejudice any rights or remedies which have accrued to either party and both shall use their best endeavour to mitigate their losses on such termination.

Suspension

43. In the event of any stoppage delay or interruption of PA's business as a result of strikes, lockouts, trade disputes, breakdown, accident or any cause whatsoever beyond the reasonable control of PA then PA may suspend or postpone its obligations hereunder or any of them until the stoppage delay or interruption has ceased.

Waiver

44. No failure, delay, relaxation or indulgence on the part of PA in exercising any power or right conferred upon it by the Order shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the subsequent exercise of any power or right hereunder.

Interpretation

45. Headings are for convenience only and shall not govern the interpretation of the Conditions.

46. In the event that any term, condition or provision of the order shall be nullified or made void by any statute, regulation or order or by the decision or order of any Court having jurisdiction, the remaining terms, condition and provisions of the Order shall remain in full force and effect.

Notices

47. All notices and communications shall be in writing.

48. Any notice or other communications sent to the Supplier shall be sufficient if sent to an address notified to PA for the purpose, or to the last known address of the Supplier.

49. Notices or other communications sent by the Supplier to PA shall be sent to the address given for PA in this document.

50. Notices by facsimile or telex shall be deemed to have been given at the time of transmission. Notices delivered by first class post shall be deemed to have been received on the next working day after delivery. Proof of delivery of any notice shall be deemed to be proof of receipt thereof by the other part.

Company Address

51. Full contact details, including full postal address are detailed below.

Portsmouth Aviation Limited

The Airport
Portsmouth
Hampshire
PO3 5PF

Tel: 0044 (0)2392 662251
Fax: 0044 (0)2392 673690
Email: info@portav.co.uk
Web: www.portav.co.uk

Applicable Law

These Conditions shall be governed by, construed, and shall take effect in accordance with the Laws of England.