

**PDQ AIRSPARES LIMITED**  
**TERMS AND CONDITIONS OF SALE OF GOODS**

In these Terms and Conditions "Company" means PDQ Airspares Limited (or anyone to whom PDQ Airspares Limited assigns this contract) and "Customer" means the person or Company that purchases the Goods. "Goods" means the goods specified in the Company's invoice.

1. These Terms and Conditions apply to all contracts for the sale of Goods to the Customer to the exclusion of any terms and conditions specified by the Customer.
2. All prices quoted are exclusive of VAT which will be chargeable in accordance with legislation current at the date of supply where applicable and (in the case of non-sterling currency sales) based on the prevailing sterling rate of exchange at the date of invoice and may be subject to change in line with exchange rate fluctuation.
3. Credit may be given to approved accounts at the sole discretion of the Company and may require both bank and trade references. At its sole option the Company may cancel, suspend or amend credit previously granted at any time.
4. Payment of accounts must be effected within 30 days from the date of invoice. Failure to effect payment when due will result in suspension of deliveries without prejudice to any other remedy which the Company may have. Customers will bear their own bank charges where payment is made by bank transfer. Interest shall be charged on a daily accruing basis at 10% per year on all overdue invoices.
5. Title in all Goods supplied by the Company shall vest in the Company until the Company has received full payment in respect thereof. Risk in Goods supplied passes to the Customer on despatch.
6. All cancellations and return of goods must be pre-approved by the Company and returns must be accompanied by a valid Return Material Authorisation (RMA) number. Application for returns must be made in writing.

Any goods returned will be subject to a re-stocking fee of 25%. Cancellations may also be charged where PDQ is unable to cancel a corresponding order with its' own vendor. Additional charges will be made for costs incurred where goods are not returned in the same condition as sent. These charges will only be reduced or waived by agreement with the Company.

Claims for incorrect quantity, deficiencies, imperfections or other error in respect of goods shown by the invoice shall in all cases be conclusive unless notice of shortage is given to the Company within fifteen (15) days after receipt of goods.

No return of goods will be accepted after 30 days except for warranty repair considerations.

7. Warranties and Exclusions

- 7.1 The Company warrants to the Customer only that any Goods supplied by it, function in accordance with any specification provided in documentation accompanying the Goods or in the manner described

by the Company provided always the Goods have been used strictly in accordance with the normal and proper use of the Goods.

- 7.2 Sub-clause 6.1 does not apply to Goods sold and described to be in a repairable or "as is" condition.
- 7.3 Save as herein provided, all representations, conditions, warranties or other terms whether expressed or implied or whether statutory or otherwise are hereby expressly excluded. Under no circumstances shall the Company be liable to the Customer or to third parties for loss (including, but not limited to, loss of profit or data) damage or injury howsoever arising. In any event, the total liability the Company shall have to the Customer shall not exceed the value of the Goods covered by the invoice.
- 7.4 Subject to the previous sub-clause, the Company will prevail to the Customer the benefit of any certificate of repair, guarantee, warranty or condition which may have been granted to the Company by the supplier or repairer of the Goods.
- 7.5 The warranties in this clause in no way invalidate any statutory right of the Customer.
8. The failure by the Company at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on any future occasion.
9. Each of the above conditions shall be read and construed independently of each other so that if one or more is held to be invalid as an unreasonable restraint or trade or for any other reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Term and Condition shall be found to be void but will be valid if some part thereof were deleted then such Term and Condition shall apply with such modification as may be necessary to make it valid and effective.
10. No amendment, addition or deletion to these Terms and Conditions shall be allowed unless agreed in writing by the Company.
11. The Company shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its control.
12. The contract between the Company and the Customer shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the jurisdiction of the Courts of England and Wales.

VAT No: **GB 123332262**

Company Registration No: **2526963**

December 2016

PDQ Airspares Limited

Signature of Customer.....

For and on Behalf of: .....

Date: .....