

## **UFC Aerospace (Europe) LIMITED - GENERAL CONDITIONS OF SALE**

- 1. QUOTATIONS.** – A quotation or estimate does not constitute an offer by UFC Aerospace (Europe) Limited (the Company) and may be altered or withdrawn without notice. The right is reserved to increase prices to cover increases in wages, materials or other outgoings at the date of delivery. Prices are for the quantities and deliveries specified and smaller quantities and extended deliveries may result in increased prices. Goods (which expression includes all goods, which the Company is to supply in accordance with these conditions) are invoiced at the prices ruling on the date of despatch. Items quoted as being available from stock are subject to being unsold at the time of acceptance of order.
- 2. ACCEPTANCE AND CANCELLATION OF ORDERS.** – Orders are only accepted upon and subject to the Company's general conditions of sale as herein printed. Any deviation from or contradiction of these general conditions in the purchaser's order will be deemed inapplicable unless the same shall be accepted and agreed in writing by the Company. No order shall be binding on the Company unless and until accepted or confirmed in writing by the Company. No order which has been accepted by the Company may be cancelled by the purchaser except with the written agreement of the Company and on terms that the purchaser shall indemnify the Company against all losses, costs, damages, charges and expenses incurred by the Company as a result of cancellation.
- 3. SPECIFICATION AND QUANTITIES.** – The purchaser shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the purchaser, and for giving the Company any necessary information relating to the goods within a sufficient time to enable the Company to perform its obligations in accordance with the order. The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable statutory or European Union requirements or, where the goods are to be supplied to the Company's specification which do not materially affect their quality or performance. Owing to the difficulty of producing exact quantities in certain cases the Company reserves the right to deliver 10% more or less in completion of any order and such deviation shall be charged or deducted pro rata.
- 4. DELIVERY.** – Delay in delivery due to circumstances beyond the Company's control shall not give rise to a claim for damages or otherwise against the Company and during delays so caused contracts or orders may not be cancelled, but only suspended and the time for delivery shall be at the Company's discretion, be extended for a period equal to that during which the delay has existed. Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the purchaser, time for delivery shall not be of the essence of the contract unless specifically agreed by the Company in writing.
- 5. PACKING.** – Packing materials and cases will be charged and invoices marked accordingly. If materials are returnable a credit note will be issued when returned carriage paid in good condition within one month of the date of despatch. Unless special packing requirements are agreed in writing by the Company all materials used, and method of packing will be at the discretion of the Company. The Company shall not be responsible for any indirect or consequential loss howsoever arising.
- 6. CARRIAGE.** – All orders are accepted for delivery ex works, carriage being paid and charged extra. The risk in the goods shall pass to the purchaser when they are dispatched from the Company's premises and no responsibility will be accepted by the Company for loss or damage of goods save where carriage is affected by the Company's vehicles and not by third party carrier. Any such claim for loss or damage in transit must be notified to the carrier and to the Company within seven days of receipt and the goods held for inspection to enable a claim to be investigated by the carrier or the Company as appropriate.
- 7. EXPORTS.** – All export terms are ex-works. Packing carriage/postage f.o.b. expenses and all other costs of transfer will be charged extra at cost. All export orders are accepted subject to the obtaining of export licenses where necessary. If the customer is subject to import controls at destination the Company must be advised, with relevant references that the customer has obtained all necessary import documentation at destination. In addition, certain documents may be required to support the Company's application for export licenses (where necessary) and orders cannot be processed until the relevant documents are lodged with the Company.
- 8. TAXES (INCLUDING VALUE ADDED TAX).** – This is not included in prices quoted and the purchaser shall reimburse the Company for all taxes excises or other charges which the Company may be required to pay to any government or statutory authority (national or local) upon the sale production transportation or delivery of the goods.
- 9. TERMS OF PAYMENT.** – Strictly net monthly. Any default shall entitle the Company to :-

- I. Suspend deliveries under and/or to cancel any non-delivered portion of an order and any other order from the purchaser as the Company shall think fit.
- II. Appropriate any payment made by the purchaser to such that the goods supplied under any contract between the purchaser and the Company as the Company may think fit (notwithstanding any purported appropriation by the purchaser), and
- III. Charge the purchaser interest (both before and after judgement) on the amount unpaid at the rate of 5% per annum above Barclays Bank base rate from time to time until payment in full is made.

**10. TITLE. –**

- I. The property in all the goods supplied remains vested in the Company until the Company has received payment in full for such goods.
- II. If the purchaser (who as between itself and any third party sub-purchaser shall be deemed to act on its own account and not as agents for the Company) shall sell the goods prior to making payment in full for them the Company's beneficial entitlement therein shall attach to the proceeds of such sale or to the claim for such proceeds and the purchaser shall hold all such proceeds of sale in a separate account for the Company absolutely.
- III. So long as the property and the goods remain vested in the Company the purchaser shall store the same so that they are clearly identified as the Company's property and the Company has the right, without prejudice to the obligation of the purchaser to purchase the goods, to retake possession of the goods (and for that purpose to go upon any premises occupied by the purchaser).
- IV. Nothing in this condition shall confer any right upon the purchaser to return the goods sold hereunder. The Company may maintain an action for the price notwithstanding that the property in the goods may not have passed to the purchaser.

**11. WARRANTY. –** Subject to the provisions of clause 12 below the Company warrants that the goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship. If the purchaser alleges any defect in the goods or any part or parts thereof and returns the same carriage paid within 28 days of the date of despatch by the Company, or, where the defect was not apparent on reasonable inspection, within a reasonable time after discovery of the defect not being more than 3 months after the date of delivery, the Company undertakes to examine the same and should the Company find any fault which is acknowledged by it to be due to defective materials or workmanship then the Company will repair the defective goods or part thereof or, as is option, supply new products in place thereof, or issue a credit note for the value thereof. Defective goods or parts which are replaced or in respect of which a credit note is issued shall become the property of the Company. Any goods repaired or replaced by the Company shall likewise have the benefit of this warranty. The foregoing warranty given by the Company is in lieu and to the exclusion of all warranties, conditions and liabilities (save as provided by condition 12 below) which would otherwise be implied by law and which are capable of being excluded.

**12. LIMITATIONS ON WARRANTY AND LIABILITY. –** the warranty given in condition 11 is subject to the following conditions: -

- I. Save where the Company is the design authority it shall be under no liability in respect of any defect arising from any design error or from any drawing or specification supplied by the purchaser or any third party.
- II. The Company shall be under no liability in respect of any defect arising from wear and tear, willful damage, negligence, abnormal working conditions, failure to follow manufacturer's instructions, misuse or alteration or repair of the goods without the Company's approval.
- III. The Company shall be under no liability if the total price has not been paid by the due date of payment.

In the event of the Company being shown to have been negligent in the supply or installation of goods, its liability for death or personal injury caused by such negligence shall be unlimited. In respect of all other claims against the Company (whether in contract, tort or otherwise) the Company's total liability shall not exceed the total consideration paid by the purchaser to the Company for the goods in respect of which the liability arises. In no circumstances will the Company be liable for any consequential loss or damage howsoever arising and of whatsoever nature including (without limitation), loss of profits, contracts, date, operation time or loss of any equipment or process.

**13. INDEMNITY. –** If the goods are to be manufactured or any processes are to be applied to the goods by the Company in accordance with a specification submitted by the purchaser, the purchaser shall indemnify the Company against all loss, damages, costs and expenses awarded or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any person which results from the companies use of the purchasers specification.

**14. FORCE MAJEURE. –** The Company shall not be liable for any delay or failure to perform any obligation under the contract if the same is wholly or partly caused, whether direct or indirectly, by circumstances beyond its reasonable control.

## 15. GENERAL. –

- I. The Company's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the Company in writing. In entering into any contract for the purchase of goods from the Company, the purchaser acknowledges that it does not rely upon any such representations, which are not so confirmed.
- II. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to the provision to the party giving the notice.
- III. No waiver by the Company of any breach of contract by the purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.
- IV. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these conditions and the remainder of the provisions in question shall not be affected.

**16. ENGLISH LAW.** – The Company's general conditions of sale and all other contract terms agreed with any purchaser shall be governed by and controlled in accordance with the laws of England.

**17. ETHICAL BEHAVIOUR.** - UFC Aerospace (Europe) has a zero-tolerance approach to unethical behaviour, including but not limited to, fraud, bribery and corruption in any form. We comply with the spirit and requirements of the UK Bribery Act 2010 and specific anti-bribery policies and procedures are in place in each of our operating companies. We appoint and use third parties to represent our interests only when we believe their professionalism, integrity and ethical standards meet the requirements of the Code. We manage them strictly in accordance with company policy. We will not offer, provide or accept gifts and hospitality which are inappropriate or when they might be reasonably regarded as an attempt to influence a business decision.

We will never request corporate hospitality or gifts.

### **The Code – Key Points**

- I. As a minimum we will comply with all relevant laws and regulations which apply to us in the jurisdictions in which we operate.
- II. UFC has a zero-tolerance approach to unethical behaviour, including, but not limited to, fraud, bribery and corruption in any form.
- III. We will not accept, offer or provide inappropriate hospitality or gifts.
- IV. We will avoid conflicts of interest where possible and disclose any which may arise.
- V. We value the contributions of all UFC's people and respect each other's differences, treating each other fairly and with courtesy and understanding.
- VI. We endeavour at all times to protect and respect the confidentiality of company, employee, customer and supplier data, intellectual property and physical assets.
- VII. We treat all our suppliers with fairness and integrity, regardless of the value of the transaction or longevity of our relationship.
- VIII. We will never compromise on health and safety.
- IX. We aim to be highly responsible and proactive in our management of environmental issues.
- X. We do not make donations to political parties and colleagues must not allow any personal political affiliations to be attributable to the Group by using the UFC Aerospace (Europe) name, resources or time.
- XI. All our communications, through whatever channel, must be fair, accurate, timely and appropriately authorised.
- XII. Colleagues must not engage with the media unless they are authorised to do so.

**1st March 2020**