

AirBorn International Ltd. Sales Order Standard Terms & Conditions

1. **DEFINITIONS**
 - A. "BUYER" Any legal entity or person that buys the products or services of AirBorn International Ltd.
 - B. "SELLER" Abbreviation identifying AirBorn International Ltd.
2. **GENERAL CONDITIONS AND ORDER**
 - A. The present Sales Order Standard Terms & Conditions apply to and from part of all contracts of sale between the BUYER of products and/or services and the SELLER.
 - B. These conditions exclude the application of any other conditions of sale/trade/purchase save those accepted in writing by the SELLER. Any terms stipulated by the BUYER as accepted by the SELLER by default due to acceptance of order via an acknowledgement or supply of product/services is NOT accepted/valid save for the statement above.
 - C. The BUYER will note these Terms & Conditions of sale on receipt of the offer and expressly accepts them by placing the order on the SELLER.
 - D. The contract is deemed concluded once the SELLER formally accepts the order from the BUYER by sending a written confirmation of order to the BUYER. The BUYER must check the order confirmation and immediately inform the SELLER of any errors or anomalies. Should the purchaser fail to do so the SELLER will manufacture and deliver the product/service in accordance with the order confirmation, which is deemed binding on the BUYER.
 - E. The period of validity of any offer/quotation is indicated in the offer/quotation itself.
3. **VAT:** Prices quoted do not include VAT. VAT will be charged at the rate applicable at time of shipment/invoice.
4. **PRICES AND RELEASES:** The total release quantity used for pricing must be requested for shipment and shipments must be within one hundred twenty (120) days from the date of order, unless specifically agreed to in writing by Seller. Orders received requesting multiple shipments against a single quoted quantity will be re-quoted at the requested ship quantities. Modifications in schedule made by Seller will not affect customer pricing. All orders for Standard Products are subject to a minimum order quantity of ten (10) pieces, or £750.00, whichever is lesser, per line item. All other Products are subject to any applicable minimums set forth in the Quotation. In the event of extraordinary increases in the market price of fuels, metals, raw materials, equipment, and other production costs (refer to AirBorn International Ltd. quotation Terms and Conditions clause 13), SELLER shall have the right and BUYER shall have the obligation to renegotiate in good faith the price of the goods hereunder not yet shipped, and if, in good faith, agreement is not reached, each party shall have the right to cancel this contract without liability. Prices shown herein may be subject to a surcharge to be assessed on the date of shipment to reflect increases (if any) in the market price of Gold and Silver or other identified materials between a reference market price (as stated on quotation) and the market price on date of shipment. The currency applicable is as stated in the applicable offer/quotation.
5. **TITLE AND DELIVERY:** Shipments of goods within the U.K. shall be delivered Ex Works SELLER'S plant (Incoterms 2020), and title and liability for loss or damage thereto shall pass to BUYER upon SELLER'S tender of delivery of the goods to a carrier for shipment to BUYER, and any loss or damage thereafter shall not relieve BUYER from any obligation hereunder. SELLER may deliver the goods in instalments. Shipping dates are approximate only.
6. **QUANTITIES:** Any variation in quantities of goods shipped over or under the quantities ordered (not to exceed 5%) shall constitute compliance with BUYER'S order and the unit price shall continue to apply.
7. **TERMS AND METHOD OF PAYMENT:** Where SELLER has extended credit to BUYER, terms of payment shall be thirty (30) days from end of shipment month. The amount of credit of terms of payment may be changed or credit withdrawn by SELLER at any time if the goods are delivered in instalments. BUYER shall pay for each instalment in accordance with the terms of payment hereof. Payment shall be made for the goods without regard to whether BUYER has made or may make any inspection of the goods. If shipments are delayed by BUYER, payments are due from the date when SELLER is prepared to make shipments. Goods held for BUYER are at BUYER'S sole risk and expense. In the event of a bona fide dispute of SELLER'S invoice amount, BUYER shall deduct the disputed portion and remit the balance with a detailed written explanation of such dispute. Delinquent invoices may be subject to interest charges on the outstanding value at 2.5% above NatWest Bank PLC base interest rate at time of application.
8. **CONTINGENCIES:** Either party shall be excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond their control, considered under conditions of force majeure, including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labour dispute, accident, fire, explosion, flood, storm, epidemic, pandemic or other acts of God, shortage of labour, fuel, raw material or machinery or technical or yield failure where each party has exercised ordinary care in the prevention thereof.
9. **SUBSTITUTIONS AND MODIFICATIONS OF GOODS:** SELLER may modify the specifications of goods designed by SELLER and substitute goods manufactured to such modified specifications for those specified herein provided such goods conform to this contract.
10. **WARRANTIES:** The following are in Lieu of all warranties, express, implied or statutory, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose and of any other warranty obligation on the part of SELLER, except as otherwise hereinafter provided, warrants the goods against faulty workmanship or the use of defective materials and that such goods will conform to mutually agreed upon written specifications, drawings, and other descriptions for a period of twelve (12) months from date of shipment. SELLER also warrants that at the time of delivery, SELLER has title to the goods free and clear of any and all liens and encumbrances. Continued use or possession of the goods after expiration of the applicable warranty period shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of BUYER. SELLER makes no warranty as to the experimental or developmental goods or goods not manufactured by SELLER, provided that as to goods not manufactured by SELLER, to the extent permitted by SELLER'S contract with its supplier, shall assign to BUYER any rights SELLER may have under any warranty of the supplier thereof. SELLER'S warranties as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, SELLER'S rendering of technical advice or service in connection with BUYER'S order of the goods furnished hereunder. The above does not affect rights under the Sale of Goods Act (1979). Latent defects must be reported in a written complaint as soon as they are observed and within the warranty period, failing which SELLER will decline all warranties or liabilities. These warranties are the only warranties made by SELLER and can be amended only by a written instrument signed by an authorised representative of SELLER.
11. **TOOLS AND DIES:** All tools and dies, e.g., fixtures, gauges, assembly equipment (not specifically ordered on the face hereof and separately paid for), which are made in the performance hereof, shall be SELLER'S sole property. BUYER furnished materials, tools, dies, and equipment shall be at BUYER'S sole use and expense, and any requested repair, replacement, or maintenance thereof shall be done by BUYER or by separate agreement in writing.
12. **REMEDIES AND DAMAGES:** If SELLER breaches its warranties as contained in paragraph 10 herein, SELLER'S sole and exclusive liability shall be to repair, replace, or credit BUYER'S account for any such goods which are returned by BUYER during the applicable warranty period provided that (i) SELLER is promptly notified in writing upon discovery by BUYER that such goods failed to conform to this contract with a detailed explanation of any alleged deficiencies, (ii) such goods are returned to SELLER and (iii) SELLER'S examination of such goods shall disclose that such alleged deficiencies actually existed and were not caused by accident, misuse, neglect, alterations, improper installation, improper storage, unauthorised repair or improper testing. Upon BUYER'S notification of a warranty breach, SELLER shall authorise return of the goods and arrange collection from BUYER'S plant. BUYER is responsible for providing sufficient return packaging and enabling the collection of the goods. If such goods are found to not breach its warranties, SELLER reserves right to invoice BUYER for the transportation charges paid by SELLER for the return of such goods. If SELLER elects to repair or replace such goods, SELLER shall have a reasonable time to make such repairs or replace such goods. Authorisation must be obtained from SELLER prior to the return of any material for any reason whatsoever.
All remedies, damages and replacements are limited to the value of the affected goods. **The SELLER accepts no responsibility for any BUYER'S consequential losses or damages, howsoever caused.**
13. **TERMINATION AND CANCELLATION:**
 - A. Order Changes, Substitutions and Cancellations. Orders accepted by Seller are not subject to change or cancellation, except as expressly allowed in writing by Seller, and as set out below. Allowed changes to orders may require adjustments in price, scheduling and other affected terms and conditions. Restocking, storage or other fees, including reimbursement for direct costs, may apply to changed or cancelled orders. Seller reserves the right to substitute using the latest superseding revision or series or equivalent Product having comparable form, fit and function.
 - i. **Cancellation of Standard Product:** If Seller determines that the Product being cancelled is a Standard Product, Seller may charge a cancellation fee according to the (a) quantity being canceled, (b) time frame between Buyer's request to Seller to cancel and the order's scheduled ship date, and (c) dollar amount of order being cancelled. The calculation of the exact cancellation fee will be at SELLER'S discretion. Any orders that constitute greater than fifty percent (50%) of the previous six (6) month total orders of a particular Product will be deemed an order for "Custom Products" for purposes of cancellation and will be subject to the cancellation provisions for Custom Products, set forth below.
 - ii. **Cancellation of Custom Product:** If Seller determines the Product being cancelled to be Custom Product, as defined above, Seller may deny Buyer's cancellation request. If Seller permits the cancellation of Custom Product, Buyer agrees to pay Seller for all of SELLER'S out-of-pocket costs associated with the cancellation of the order including, but not limited to: (i) raw materials, (ii) work in process, (iii) inventory carrying costs, (iv) scrapping and disposal fees, (v) return charges for returned materials, and (vi) a reasonable and equitable profit for Seller, which shall not be less than twenty percent (20%) of such costs. In no case will the cancellation fee be less than SELLER'S actual costs (including overhead and other indirect costs). The amount of cancellation fee to be charged to Buyer shall be determined at the sole discretion of Seller and may equal 100% of the amount of the order at the time of SELLER'S receipt of Buyer's request for cancellation.
 - iii. **Reschedules:** Buyer may only reschedule an order with SELLER'S written consent. A reschedule should not extend further than an additional thirty (30) calendar days from original ship date requested. Reschedules may be subject to a ten percent (10%) rescheduling charge based on total amount of the order or portion of the order rescheduled.
 - B. If in the SELLER'S judgment, BUYER'S financial condition does not justify the terms of payment specified herein, SELLER may cancel this contract unless BUYER shall immediately pay for all goods which have been delivered and pay in advance for all goods to be delivered.
14. **NON-WAIVER OF DEFAULT:** In the event of any default by BUYER, the SELLER may decline to make further shipments. If SELLER elects to continue to make shipments, the SELLER'S action shall not constitute a waiver of any default by the BUYER or in any way affect SELLER'S legal remedies for any such default.
15. **APPLICABLE LAW:** The validity, performance, and construction of this contract shall be governed by the laws of England and Wales.
16. **RIGHTS IN TECHNICAL DATA:** The SELLER is not willing to accept the unlimited availability of its data to any procurement activity.
 - A. Detailed part drawings and manufacturing processes are considered proprietary.
 - B. Outline drawings, material specifications and military specification slash sheets are available on the majority of SELLER'S parts in the public domain.
 - C. The special detailed and processes developed to competitively manufacture the goods sold hereunder are proprietary and serve to protect our commercial position.
17. **ASSIGNMENT :** Assignment may only take place with the mutual consent of SELLER and BUYER.
18. **MODIFICATION:** This contract constitutes the entire agreement between the parties relating to the applicable order and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter here for, and on representations or of any kind made by any representative of SELLER, which are not stated herein, upon the face or reverse of the contract shall be binding upon SELLER unless made in writing and signed by a duly authorized representative of SELLER.