



( The Company )

**TERMS OF TRADE**

**1. TERMS.**

Subject to the approval of the Company's Credit Department , Terms are as indicated on the Company's invoice , except for export shipments for which other provisions for payment may be required by the Company. Should Buyer(s) financial responsibility be or become unsatisfactory to the Company advance cash payments or security satisfactory to the Company may be required. If any payment owed to the Company hereunder is not paid when due , it shall bear interest , at 1.5 percent per month from the date on which it is due paid. The foregoing shall not relieve Buyer from the obligation to make payments to the Company at the time and in the manner specified. The Company reserves the right , among other remedies , either to terminate this contract or to suspend further deliveries under if in the event Buyer fails to pay for any one shipment when due. The prices indicated are in Australian currency , unless otherwise indicated , payable without any deduction of set-off whatsoever.

**2. TITLE.**

Risk in the goods will pass to the Buyer upon dispatch from the Company's Warehouse. However , legal ownership shall remain with the Company until payment in full is made for the goods and for all other goods supplied by the Company to Buyer for which the purchase price is outstanding. Until such payment in full , Buyer shall hold the goods as Bailee only for the Company and shall store the same in manner manifesting the Company's continued ownership. Any period of credit for payment of the price to the Company shall instantly determine on resale mortgage or other disposition of the goods or upon the occurrence of any act or omission or the commencement of any proceeding involving Buyers solvency. If Buyer resells the goods , any goods in which the same have been mixed or combined before legal ownership has passed , buyer shall be deemed to be acting as the Company's agent in so doing , shall keep the proceeds of resale separate from any other moneys or credits Buyer and the Company shall in addition to all its other rights against Buyer , have the benefits including , but not limited to , the right to receive all moneys due by sub-purchaser to Buyer on any account. If Buyer has not paid the Company the full price of the goods upon expiry of any credit period or its earlier termination. The Company may recover and resell the same and also any other goods supplied by the Company to Buyer then not paid for , including any goods in which the same have been mixed or combined.

**3. LIMITATION OF LIABILITY**

Buyers exclusive remedy shall be for damages , and the Company's total liability for any and all losses and damages out of any and all causes whatsoever ( whether such cause be based in contract , infringement of rights , negligence , strict liability , other tort or otherwise ) shall in no event exceed the purchase price of the goods in respect of which such cause arise or , at the Company's option , the repair or replacement of such goods , and in no event shall the Company be liable for incidental , consequential or punitive damages resulting from any such cause. The Company shall not be liable for , and Buyer assumes liability for , all personal injury and property damage connected with the handling , transportation , possession , use , further manufacture or resale of the goods. Neither transportation charges for the return of the goods nor any other costs or charges incurred by the Buyer will be paid by the Company unless authorised in advance by the Company.

**4. TAXES**

Any tax or government charge or increase in same hereafter becoming effective increasing the cost to the Company or producing , selling or delivering the goods or of procuring materials used therein and any tax now in effect or increase in

same payable by the Company because of the sale of the goods , such as Sales Tax , etc , may at the Company's option be added to the price herein specified.

**5. ASSIGNMENT**

Buyer shall not ( by operation of law or otherwise ) assign it's rights or delegate its performance hereunder without the prior written consent of the Company and any attempt or delegation without such consent will be void.

**6. RETURN OF ITEMS**

The Company will only accept items for return within a period of 14 days from date of Invoice. Written application must be made by the Buyer to The Company within this 14 day period. The Company reserves the right to refuse such applications. Any successful applications are subject to a restocking fee of not less than the greater of Twenty Dollars or Twenty percent of the value of the goods.

**7. MISCELLANEOUS**

The validity , interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Victoria . This contract constitutes the full understanding of the parties , a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. No conditions , usage of trade , course of dealing or performance , understanding or agreement , or condition proposed in any order form used by Buyer purporting to modify , vary , explain or supplement the terms and conditions of this contract shall be binding unless hereafter made in writing and signed by the party to be bound and no modification shall be affected by the acknowledgement or acceptance of purchase or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either the Company or Buyer with respect to any breach or default or any right or remedy and no course of dealing , shall be deemed to constitute a continuing waiver of any such breach or default or any other right or remedy unless such waiver be expressed in writing signed by the party to be bound.

These terms give the Company the authority to make inquiries as to credit and financial responsibility of the Buyer and obtain and/or give Trade References from time to time.

**CONDITIONS OF SALE**

Any Aircraft Parts are sold on the condition that they will be used solely in the Manufacture , Repair , or Maintenance of Civil or Commonwealth Aircraft or their Engines and must not be used for any other purpose without the Company's permission and payment of the extra Customs Duty and/or Sales Tax involved.

**TYPE OF ISSUE**

Clause	Statement
<b>A</b>	Commercial Conformance : The Company certifies that the items detailed on the attached Picking Slip / Invoice comply with Part Numbers , Standards or Specifications shown. It is issued without prejudice. Means of confirming



( The Company )

Original authenticity include Documentation , received and recorded , Identifying Marks or Brands on Goods and / or containers.

**B** Civil Aviation Safety Authority : The Company certifies that the items detailed on the attached Picking Slip / Invoice comply with Part Numbers , Standards or Specification shown. These items are issued using a Quality System approved by the Civil Aviation Safety Authority ( Approval No 1297 ).

**C** Certificate of Conformance / Test Certificate Release : The Company certifies that the items detailed on the attached Picking Slip / Invoice relate to Manufactures / Distributors Certificates of Conformance or Test Certificates held on file by The Company. These Certificates can be made available upon request.

**D** ISO 9002 Release : The Company certifies that the items detailed on the attached Picking Slip / Invoice have been supplied using a quality control system assessed by I.S.C Pty Ltd. as compiling with ISO 9002 (Reg. No: QAC/R61/125). The Company Certifies that the Above items comply with Part Numbers, Standards and / or Specifications shown.

**E** British Aerospace Release : This Certificate of Conformance is issued under BAe Approval No BAe/AG/20282/AUS. The Quality Management System arrangements in respect of these supplies comply with the requirements of BAe/AG/QC/SC 1 Part 2.

Items issued marked **NEW SURPLUS** are , to the best of The Company's knowledge , new and unused and conform to the specified part number. However , these items do not have certification documentation or traceability available and must be inspected , assessed and accepted by the customer for fitness of purpose prior to use.