
TERMS AND CONDITIONS OF SALE

This document forms a legally binding Agreement between Australian Aerospace Engineering Pty Ltd (AAE) and the Customer, for all Parts and Services supplied by AAE to the Customer.

1) Interpretation

1.1 For the purposes of this agreement:

AAE means Australian Aerospace Engineering Pty Ltd

Agreement is defined in clause 3.3

Costs mean the quotation costs.

Customer means the purchaser of the parts or service as named on the quotation.

GST Law means A New Tax System (Goods and Services Tax) ACT 1999, as well as the related tax imposition Acts of the Commonwealth of Australia.

Parts mean the parts or components whether serviceable, overhauled or new that are sold directly to the Customer or used to facilitate the Services ordered by the Customer.

Quotation refers to the AAE issued quote for Parts or Services.

Services means the work carried out by AAE as specified in the Quotation.

Terms means the terms and conditions of sale.

Warranty Period means the 7 day period commencing at arrival of the Parts and/or Services to the Customer.

2) Application

2.1 These Terms apply to all contracts for the sale of Parts and Services by AAE, and no amendment, alteration, waiver or cancellation of any of these Terms is binding on AAE unless acknowledged in writing by AAE.

2.2 These Terms form the entirety of the agreement between AAE and the Customer, and supersede all prior communications.

2.3 All notices and consents relating to the Agreement must be in writing.

3) Quotation

3.1 Valid quotations given in writing must be accepted by the Customer within the time stated on the quotation, by completing and returning a signed authorisation of the quotation.

3.2 AAE reserves the right to withdraw or alter the Quotation at any time prior to the Customer authorising the quotation.

3.3 At the point of authorisation by the Customer, an Agreement is formed consisting of the Quotation and these terms and conditions of sale (Agreement).

4) Payment

4.1 The Customer agrees to pay, without deduction, the Costs within 30 days of receipt of AAE's invoice, for AAE's provision of Parts and/or Services, unless otherwise specified on the invoice.

4.2 Unless otherwise noted, all amounts payable under this Agreement are GST exclusive. The term GST is defined under GST Law.

5) Ownership and Risk

5.1 Legal and beneficial ownership of all Parts supplied by AAE will not pass to the Customer until such time as the Parts have been paid in full in cash or cleared funds.

5.2 The risk in the Parts and Services conducted will pass directly to the Customer upon dispatch from AAE to the Customer.

6) Delivery

6.1 AAE will endeavour to deliver the Customer Parts and/or Services in a timely and reasonable manner, but is under no obligation to do so until such time as the Customer has made full payment of all Costs.

6.2 AAE will not be liable for any loss, damage, delay or non-delivery of Parts once dispatched from AAE's facility. Furthermore, the Customer is responsible for all freight related costs, including insurance, related to the delivery of Customer Parts.

7) Inspection and Acceptance of Parts and Services

7.1 Unless the Customer has inspected the Parts and/or Services and given written notification to AAE within the 14 days from delivery, that the Parts and/or Services are not in conformity with this Agreement, the Parts and/or Services are deemed to be accepted by the Customer.

7.2 Should the Customer notify AAE within the Warranty Period of a non-conformance, AAE will facilitate a resolution process depending on the non-conformance reported. The Customer must at all times follow AAE's instruction with respect to return of Parts.

7.3 If Parts are to be returned to AAE, AAE is not liable for loss, damage, delay or non-delivery of Parts. It is the Customer's responsibility to appropriately package and insure Parts for transit. AAE will nominally charge a 20% restocking fee.

7.4 The Customer acknowledges and agrees that it has not relied upon, and that AAE is not liable for, any advice given in relation to the suitability of the Parts for any particular purpose.

8) Warranty

8.1) AAE warrants that the Parts will be of an acceptable quality and will carry out all Services with diligence and attention to detail.

8.2) The warranty given in clause 8.1 will not be honoured under the following circumstances:

- a) The Customer does not report to AAE in writing within the Warranty Period, that the Parts and/or Services do not conform.
- b) The Customer has misused the Parts, causing them to become defective.
- c) The Customer does not properly inspect the Parts prior to use.
- d) The Customer alters or uses the Parts for a purpose that they were not originally intended.

8.3) Under all warranty circumstances the Customer will be responsible for freight charges associated with the return of the Parts.

9) Indemnity and Liability

9.1 The Customer agrees to save, indemnify, defend and hold harmless AAE against any action, claim, proceeding, demand, damages, cost, expense liability or loss which AAE may suffer or incur in relation to this Agreement.

9.2 AAE is not responsible to the Customer or any other party for any loss of revenue and profit, loss of anticipated revenue profit, loss of business opportunity, loss of reputation, loss or goodwill, direct, indirect, consequential or inconsequential injury, loss or damage whatsoever by reason of any delay in delivery, deterioration, or other fault or harm in the Parts and/or Services supplied by or on behalf of or in any arrangement with AAE and whether or not due to the negligence of AAE, its servants or agents.

10) Force Majeure

10.1) AAE will not be liable for any breach of this Agreement due to any matter or thing beyond AAE's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident).

10.2) In the event of Force Majeure AAE and the Customer will use their best efforts to complete the Agreement to the extent possible.

11) Waiver of Breach

11.1 No failure by AAE or the Customer to insist on strict performance on any of these Terms is a waiver of any right of such party thereafter to enforce any such provisions.

12) Governing Law

12.1 These Terms shall be governed by the law of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of any dispute arising. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.