



## STANDARD TERMS AND CONDITIONS

### 1. About us

- 1.1 **Company details.** Aerospace Reliance Limited (company number 10788741) (**we** and **us**) is a company registered in England and Wales and our registered office is at 42-46 Station Road, Edgware, England, HA8 7AB. Our main trading address is Unit B, Ventura Park, Old Parkbury Lane, Radlett, AL2 2DB United Kingdom. Our VAT number is GB270610824. We operate the website [www.aerospacereliance.com](http://www.aerospacereliance.com).
- 1.2 **Contacting us.** To contact us, telephone our customer service team at +44 208 037 1580 during office hours or at +44 758 512 7813 during out of office hours. Alternatively, contact us by email at [sales@aerospacereliance.com](mailto:sales@aerospacereliance.com). To give us formal notice of any matter under your Contract please refer to clause 14.2.

### 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.

### 3. Placing an order and its acceptance

- 3.1 **Quotation.** Please contact our customer service team to request a quote for the goods. We will follow up by sending our quote to you by email which is valid for 30 days.
- 3.2 **Placing your order.** If you are satisfied with our quote, please contact our customer service team by email to confirm your order. Please check your order carefully before confirming it. Your order for the goods, as set out in your purchase order or your written acceptance of our quote (as the case may be) is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acceptance where you do not have a credit account with us.** Our acceptance of your order takes place when we send an email to you to accept it, at which point the Contract between you and us will come into existence.
- 3.4 **Acceptance where you have a credit account with us.** Our acceptance of your order takes place when we send an email to you that confirms that the Goods have been dispatched, at which point the Contract between you and us will come into existence.
- 3.5 **Business use only.** We only supply the Goods to businesses. By placing an order with us, you warrant that you meet the requirements of, and are suitably qualified to receive and handle the Goods in accordance with, the underlying manufacturer's instructions.

3.6 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

#### 4. **Our goods**

The Goods are as set out in our quotation.

#### 5. **Carriage, transfer of risk and title**

5.1 **Where we arrange carriage within the United Kingdom.** We will contact you with an estimated delivery date. Any dates quoted for delivery are approximate only and the time of delivery shall not be of the essence to the Contract. Occasionally our delivery to you may be affected by an Event Outside Our Control. Please refer to clause 13 for our responsibilities when this happens. Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order.

5.2 **Where you arrange for collection, carriage within the United Kingdom or for international deliveries.** You or a carrier organised by you shall collect the Goods from us at our trading premises (or such other location as may be advised by us prior to delivery) within 5 business days (being a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business) of us notifying you that the Goods are ready. Delivery is complete once the Goods have been collected and the Goods will be at your risk from that time.

5.3 **If we fail to deliver the Goods.** Our liability is limited to the price paid for the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

5.4 **If you fail to take delivery.** We may resell part of, or all the Goods. We shall repay you the price you paid for the Goods after deducting reasonable storage, insurance and selling costs and any shortfall between the resale price and the price you paid for the Goods.

5.5 **Title.** You own the Goods once we have received payment in full, including of all applicable delivery charges.

#### 6. **International delivery**

6.1 We deliver to countries outside of the United Kingdom (**International Delivery Destinations**). However, there are restrictions on some Goods for certain International Delivery Destinations and if these apply to your order, we will inform you of this by email. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

6.2 If you order Goods for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

6.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

6.4 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

## 7. Price of goods and delivery charges

- 7.1 **Price of the goods.** The price of the Goods will be as set out in our quote. We take all reasonable care to ensure that the price of Goods are correct at the time of your request. However, please see clause 7.5 for what happens if we discover an error in the price of Goods you ordered.
- 7.2 **Changes to the price.** Prices for our Goods may change from time to time, but changes will not affect any order you have already placed. However, we reserve the right to amend the price for our Goods by giving notice to you at any time before delivery to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 any request by you to change the delivery date(s), quantities or types of Goods ordered, or the specification; or
- 7.2.2 any delay caused by your instructions or failure by you to give us adequate or accurate information or instructions.
- 7.3 **VAT.** The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 7.4 **Delivery charges.** The price of the Goods does not include delivery charges. Where we are arranging carriage for the Goods within the UK, our delivery charges are as advised to you in our quote before you confirm your order. Where you are arranging for collection, carriage within the United Kingdom or for international deliveries, you will be responsible for any delivery charges.
- 7.5 **Errors in price.** We sell a large number of Goods. It is always possible that, despite our reasonable efforts, our quote may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

## 8. How to pay

- 8.1 **Where you do not have a credit account with us.** Payment for the Goods and all applicable delivery charges is in advance.
- 8.2 **Where you do have a credit account with us.** You shall pay each invoice submitted by us within 30 days of the date of the invoice or in accordance with any credit terms agreed by us and confirmed in writing to you.
- 8.3 **Time is of the essence.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Payment shall be made in full and cleared funds to a bank account nominated by us and time for payment shall be of the essence to the Contract.
- 8.4 **Interest.** If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 12, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time

to time, but at 4% a year for any period when that base rate is below 0%, together with an administrative fee of £50.00 for each late invoice.

## **9. Manufacturer's guarantee**

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

## **10. Our warranty for the goods**

- 10.1 We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
- 10.2 We provide a warranty that on delivery, the Goods shall:
  - 10.2.1 conform in all material respects with their description; and
  - 10.2.2 be free from material defects in design, material and workmanship.
- 10.3 Subject to clause 10.4, if:
  - 10.3.1 you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.2;
  - 10.3.2 we are given a reasonable opportunity of examining the Goods; and
  - 10.3.3 we ask you to do so, you return the Goods to us at your cost,  
  
we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full.
- 10.4 We will not be liable for breach of the warranty set out in clause 10.2 if:
  - 10.4.1 you make any further use of the Goods after giving notice to us under clause 10.3;
  - 10.4.2 the defect arises as a result of us following any specification supplied by you;
  - 10.4.3 you alter or repair the Goods without our written consent;
  - 10.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 10.4.5 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 10.2 to the extent set out in this clause 10.
- 10.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
- 10.7 These Terms also apply to any replacement Goods supplied by us to you.

## **11. Our liability: your attention is particularly drawn to this clause**

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in these Terms limits or excludes our liability for:
  - 11.2.1 death or personal injury caused by our negligence;
  - 11.2.2 fraud or fraudulent misrepresentation;
  - 11.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 11.2.4 any other liability that cannot be limited or excluded by law.
- 11.3 Subject to clause 11.2, we will under no circumstances be liable to you for:
  - 11.3.1 any loss of profits, sales, business, or revenue; or
  - 11.3.2 loss of business opportunity; or
  - 11.3.3 loss of anticipated savings; or
  - 11.3.4 loss of goodwill; or
  - 11.3.5 any indirect or consequential loss.
- 11.4 Subject to clause 11.2, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.

## **12. Termination**

- 12.1 Without affecting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
  - 12.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
  - 12.1.2 you fail to pay any amount due under the Contract on the due date for payment;
  - 12.1.3 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
  - 12.1.4 your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 12.2 On termination of the Contract for any reason you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.
- 12.3 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

12.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

### **13. Events outside our control**

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control including but not limited to:

13.1.1 acts of God, flood, drought, earthquake or other natural disaster;

13.1.2 epidemic or pandemic;

13.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

13.1.4 nuclear, chemical or biological contamination or sonic boom;

13.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];

13.1.6 collapse of buildings, fire, explosion or accident;

13.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause, or those of its subcontractors or companies in the same group as that party);

13.1.8 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause).;

13.1.9 interruption or failure of utility service,

each an **Event Outside Our Control**.

13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

13.2.1 we will contact you as soon as reasonably possible to notify you; and

13.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13.3 Either party may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

### **14. Communications between us**

14.1 When we refer to "in writing" in these Terms, this includes email.

14.2 Any notice given by one of us to the other under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.

- 14.3 A notice is deemed to have been received:
- 14.3.1 if delivered by hand, at the time the notice is left at the proper address;
  - 14.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - 14.3.3 if sent by email, at 9.00 am the next working day after transmission.
- 14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 14.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **15. General**

### **15.1 Assignment and transfer.**

- 15.1.1 We may assign or transfer our rights and obligations under the Contract to another entity.
- 15.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

15.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

15.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

15.6 **Governing law and jurisdiction.** The Contract is governed by English law and you and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.