STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

(“TERMS AND CONDITIONS”)

1. **RECITALS:**

AJW is in the business of the supply, exchange, repair and lease of commercial aircraft spare parts, asset management and logistics services.

1. **DEFINITIONS**

**“Affiliates”** means entities that control, are controlled by or are under the common control of a Party to this Agreement;

**“AJW”** means A J Walter Aviation Limited;

**“Data Protection Legislation”** means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018.

**“Goods”** means the goods (or any part of them) set out in the Order;

**“Mandatory Policies”** means AJW’s anti-bribery policy and modern slavery and human trafficking policy;

**“Order”** shall mean a purchase order raised using AJW's purchase order form;

**“Party”** shall mean AJW on the one part and the SUPPLIER on the other part (together the “**Parties**”);

**“Services”** means any repair services or other services Supplied or to be Supplied by the SUPPLIER to AJW pursuant to these Terms and Conditions;

**“Specifications”** means the description of the Goods and / or services agreed in writing or contained in or referred to in the Order.

**“SUPPLIER”** shall mean the party providing Goods and / or Services;

**“Supply” and “Supplied”** shall include the supply of services and the sale, leasing or hiring of Goods as the context so requires.

1. **GENERAL**

##  Any Order is an offer to the Supplier to enter into a contract on the terms stated in these Terms and Conditions. By delivering or agreeing to deliver the Goods or Services to AJW specified in an Order, the SUPPLIER agrees to be exclusively bound by the terms and conditions contained in the Order and in these Standard Terms and Conditions which govern the purchase of Goods by AJW from the SUPPLIER and the provision of Services by the SUPPLIER to AJW. These Terms and Conditions may only be varied by a document signed by a director or other duly authorised officer of AJW and no other employee or agent has any authority to alter or qualify these Terms and Conditions in any way. If a conflict arises between any of the terms in the following documents the order of precedence shall be (i) any written agreement signed by both parties, including but not limited to a general terms agreement, a loan agreement, lease agreement or hire purchase agreement, each as amended from time to time; (ii) any written terms on the face of the Order; (iii) these Terms and Conditions. SUPPLIER hereby agrees, upon request by an AJW Affiliate, to supply Goods or Services to any AJW Affiliate in accordance with these Terms and Conditions.

1. **ORDERS**

## The SUPPLIER undertakes not to accept any Order without an Order reference number. AJW accepts no liability for any order, verbal or otherwise, unless subsequently confirmed by an official Order, authorised by AJW. AJW may place Orders for the Goods or Services by email, by fax or in any other mutually agreed way.

## The SUPPLIER shall Supply all Goods and Services in accordance with any delivery times specified by AJW in an Order. Time shall be of the essence and AJW may refuse to accept delivery of any Goods or Services not delivered within the specified time and cancel the Order. SUPPLIER shall deliver in such volumes specified by AJW in an Order at no cost to AJW.

##  The SUPPLIER shall accept all Orders within 24 hours by written confirmation indicating Order reference number, line item and confirmation of delivery times and where the SUPPLIER fails to provide such confirmation or the conformation is not in the form required, the Order shall be deemed accepted after the 24 hours have elapsed. This confirmation, any future delivery notes and invoices shall be issued in the same form as the Order in particular, the line items on such correspondence shall correspond exactly with the Order including part numbers, descriptions and price. AJW reserves the right to amend or cancel Orders after acceptance by the SUPPLIER or delivery to AJW. In the event of cancellation of any Order after acceptance by SUPPLIER for reasons other than those stated in Clause 11 SUPPLIER shall be compensated by AJW of all appropriate and substantiated costs incurred by SUPPLIER up to the date of cancellation, however, SUPPLIER shall use its best efforts to mitigate the extent of such costs.

1. **PAYMENT TERMS**

## Where a fixed purchase price is specified in the Order the price for the Goods shall be fixed and firm, and no form of surcharge or over and aboves shall be added or variation made. Where a purchase price is specified in the form ‘not to exceed $x’, AJW shall not be liable to pay sums in excess of the amount specified. The SUPPLIER shall be entitled to submit an invoice for the supply of Goods and/or Services as soon as delivery has been completed.

## INVOICES in respect of Goods and Services*,* MUST BE SENT TO: indirect-invoices@ajw-aviation.com;

## AJW PAYMENT TERMS ARE 60 days from date of Invoice unless otherwise agreed in writing with the AJW’s Indirect Procurement Manager.

1. **TITLE AND RISK OF LOSS**

Title to and risk of loss for any Goods Supplied shall remain with SUPPLIER until the Goods are delivered to AJW DDP (Incoterms 2010) at its facility or at such other delivery location specified on the Order.

1. **INDEMNITY**

## The SUPPLIER agrees, promptly upon AJW’s request, to indemnify and hold harmless AJW, its directors, Affiliates, officers, agents and employees (the “AJW Indemnitees”) in respect of all liabilities, costs, expenses, actions, proceedings, claims, damages, losses, fines, legal fees and other costs and expenses suffered or incurred by the AJW Indemnitees which arise out of or in connection with the SUPPLIER’s performance or non-performance pursuant to an Order, save to the extent that such costs, expenses or losses result from the gross negligence or wilful misconduct of AJW.

1. **INSURANCE**

The SUPPLIER shall maintain with reputable insurers (i) insurance on Goods whilst the Goods are under the care, custody and control of SUPPLIER or SUPPLIER’s agents or subcontractors (including SUPPLIER’s freight forwarders); (ii) Product Liability and Public Insurance and (iii) Professional Indemnity Insurance appropriate to its operations and in accordance with best industry practice and shall provide evidence of the insurance under paragraphs (i) and (ii) if requested by AJW.

1. **CONFIDENTIALITY**

Each party undertakes that it shall not at any time during the Contract and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 9(b).

Each party may disclose the other party's confidential information:

(a)to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this Clause 9; and

(b)as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

1. **DELIVERY OF GOODS AND SUPPLY OF SERVICES**

**10.1 DELIVERY OF GOODS**

10.1.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(c) it states clearly on the delivery note any requirement for AJW to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

10.1.2 The Supplier shall deliver the Goods:

(a) on the date specified in the Order or, if no such date is specified, then within seven (7) days of the date of the Order;

(b) to AJW’s premises at The Headquarters, Maydwell Avenue, Slinfold, RH13 0AS, United Kingdom or such other location as is set out in the Order or as instructed by AJW before delivery (Delivery Location); and

(c) during AJW's normal hours of business on a Business Day, or as instructed by AJW.

10.1.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

10.1.4 If the Supplier:

(a) delivers less than 95% of the quantity of Goods ordered, AJW may reject the Goods; or

(b) delivers more than 105% of the quantity of Goods ordered, AJW may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and AJW accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

10.1.5 The Supplier shall not deliver the Goods in instalments without AJW's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately upon delivery. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle AJW to the remedies set out in clause 11.1.

10.1.6 Title and risk in the Goods shall pass to AJW on completion of delivery.

**10.2 SUPPLY OF SERVICES**

10.2.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to AJW in accordance with the terms of the Contract.

10.2.2 The Supplier shall meet any performance dates for the Services specified in the Order and time is of the essence in relation to any of those performance dates.

10.2.3 In providing the Services, the Supplier shall:

(a) co-operate with AJW in all matters relating to the Services, and comply with all instructions of AJW;

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

(d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that AJW expressly or impliedly makes known to the Supplier;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to AJW, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

(h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of AJW's premises;

(j) hold all materials, equipment and tools, drawings, specifications and data supplied by AJW to the Supplier (AJW Materials) in safe custody at its own risk, maintain AJW Materials in good condition until returned to AJW, and not dispose or use AJW Materials other than in accordance with AJW's written instructions or authorisation;

(k) not do or omit to do anything which may cause AJW to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that AJW may rely or act on the Services;

(l) comply with any additional obligations as set out in the Service Specification.

1. **AJW REMEDIES AND LIABILITY**

**11.1 AJW REMEDIES**

If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, AJW shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by AJW in obtaining substitute goods and/or services from a third party;

(d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

(e) to claim damages for any additional costs, loss or expenses incurred by AJW which are in any way attributable to the Supplier's failure to meet such dates.

11.1.1 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, AJW shall have one or more of the following rights, whether or not it has accepted the Goods:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) to recover from the Supplier any expenditure incurred by AJW in obtaining substitute goods from a third party; and

(f) to claim damages for any additional costs, loss or expenses incurred by AJW arising from the Supplier's failure to supply Goods in accordance with clause 4.1.

11.1.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

11.1.3 AJW's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

**11.2 LIABILITY**

Neither party shall be liable to the other for any indirect, special or consequential loss or damage or any loss of actual or anticipated profit. AJW’s liability in contract, tort (including for breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of these Standard Terms (including for any statutory interest payable) shall be limited to the value of the Order.

1. **DISPUTE RESOLUTION, LAW AND JURISDICTION**

All disputes arising out of or in connection with these Terms and Conditions or an Order shall, to the extent possible, be settled amicably by negotiation between the Chief Executive Officer of AJW and either the Chief Executive Officer, the Chief Commercial Officer or the Chief Operations Officer of the SUPPLIER within thirty (30) days from the date of written notice by either Party of the existence of such a dispute and, failing such amicable settlement, shall be finally resolved (i) if the SUPPLIER is from a country which has ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (the “New York Convention”), by arbitration under the London Court of International Arbitration Rules, which are deemed to be incorporated by reference into this Clause where the number of arbitrators shall be one, the language of the arbitration shall be English and the seat of arbitration shall be London, England; or (ii) if the country in which the SUPPLIER is incorporated has not ratified the New York Convention, the dispute shall be subject to the exclusive jurisdiction of the English courts.

1. **TERMINATION**

AJW shall be entitled at any time by notice in writing to cancel an Order or any Goods or Services or any part thereof without compensation to the SUPPLIER, and/or claim reimbursement for all losses and expenses suffered in the event that the SUPPLIER:

1. fails to supply Goods or provide Services in accordance with the terms of the Order or these Terms and Conditions, including without limitation circumstances where the SUPPLIER fails to deliver the Goods to AJW by the agreed delivery date;
2. fails to make progress with the Order so as to jeopardise the purpose of the Order;
3. provides Goods or Services which are non-conforming or defective or do not comply with the requirements listed in Clause 10;
4. otherwise commits a material breach of these Terms and Conditions or of the terms of any Order which, in the case of a remediable breach, it does not remedy within five (5) days of receiving written notice requiring it to do so;

(iv) becomes insolvent, goes into receivership, is wound up or otherwise cease trading;

1. commits some act prejudicial to the interests of AJW; or
2. becomes subject to the control of a third party in a manner prejudicial to the interests of AJW; or
3. for convenience by giving the Supplier three (3) months' written notice.
4. **FORCE MAJEURE**

Neither party shall be in breach of the Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for three (3) weeks, the party not affected may terminate this agreement by giving Fourteen (14) days' written notice to the affected party.

1. **DATA PROTECTION**

Each Party will comply with all applicable requirements of the Data Protection Legislation. This Clause 15 is in addition to, and does not relieve, remove or replace, a Party’s obligations under the Data Protection Legislation.

1. **ANTI-BRIBERY AND** **MODERN SLAVERY**

Each Party to this Agreement shall:

16.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti- corruption including but not limited to the Bribery Act 2010; and

16.2 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015.