

SLOANE HELICOPTERS LIMITED

STANDARD CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. INTRODUCTION

- 1.1. In these Terms and Conditions the "Company" means Sloane Helicopters Limited and the "Customer" means any person, firm or body offering to buy goods (the "Goods") and/or services (the "Services") from the Company.
- 1.2. Unless otherwise agreed in writing by an authorised representative of the Company, these conditions constitute the only conditions upon which the Company is willing to supply Goods and/or Services.
- 1.3. These conditions shall prevail over any terms and/or conditions in the Customer's order or any other document issued by the Customer except where specifically agreed in writing to by an authorised representative of the Company.
- 1.4. **The Customer's attention is drawn particularly to Conditions 6.1, 8.3, 9 and 10 which exclude or limit the Company's liability.**

2. QUOTATIONS AND ACCEPTANCE OF ORDER

- 2.1. Any order given by the Customer in respect of a quotation by the Company, shall not be binding on the Company until accepted in writing by it.
- 2.2. The Company's price lists and estimates do not constitute offers made by the Company and, in any event, the Company may at its absolute discretion refuse to accept any order. The acceptance by the Company of each separate order shall constitute a separate contract.
- 2.3. Quotations given by the Company shall be valid for 30 days only, unless otherwise stated.

3. PRICE

- 3.1. Save where otherwise specified, all prices are net and subject, where applicable, to the addition of VAT at the applicable rate and, in the case of export sales to the Customer, any applicable customs, import and export and similar duties, and all prices are exclusive of carriage and insurance.
- 3.2. The Company shall have the right, subject to reasonable prior notice, to vary the prices quoted in the event of any increase in the cost of materials and/or labour and/or increase in customs, import or export duties.
- 3.3. Where any prices or charges are given and/or where the Company is involved in expenditure in a currency other than sterling, the Company shall be entitled to adjust its prices to compensate for any change in the rate of exchange of such currency in relation to sterling by reason of which the costs to the Company have increased.
- 3.4. In the event that the Company shall store any of the Goods for any period after the expiry of 7 days from the date upon which written notice has been served on the Customer that such Goods are ready for collection, the Customer shall pay the Company its reasonable charges for storage of such Goods.
- 3.5. In the event of any variation or suspension of the work caused by the Customer's instructions or lack of instructions the Company shall be entitled to adjust the price to reflect any additional costs incurred by the Company and to adjust delivery dates or schedules.

3.6. Where the Company provides Services, the Customer shall bear the cost of any testing of the Customer's aircraft, components or equipment that is necessary.

4. PAYMENT

4.1. The Company shall be entitled to receive payment in full in the currency of the invoice on presentation of an invoice (without any right of set-off, counterclaim, deduction or withholding whatsoever). Unless otherwise agreed by the Company in writing, all payments shall be paid to the Company's account maintained with National Westminster Bank plc, 40 Market Street, Wellingborough, Northamptonshire NN8 1AD UK Sorting Code: 55-70-37, Account No: 90939131 for Sterling payments; Sorting Code: 60-73-01, Account No: 02662663 for US Dollar payments; Sorting Code: 60-72-11, Account No: 84000376 for Euro payments. As a condition of supplying Goods and/or Services, or further Goods and/or Services, the Company may require a payment on account or in advance. Time for payment of sums due to the Company shall be of the essence.

4.2. The Company shall be entitled to receive interest on any sum owed by the Customer from the date that sum was due to be paid. Such interest shall accrue and be calculated on a daily basis both before and after any judgment at the rate of 4% above the base rate from time to time of National Westminster Bank plc (or in its absence a reasonable equivalent), or the US Prime Rate, as applicable, for the period from the due date for its payment until the date on which it is actually paid and shall be compounded monthly.

4.3. If the Customer disputes an invoice in good faith it shall provide the Company with written details of the dispute element within 14 days of the invoice and pay the undisputed part in accordance with Condition 4.1. Failure to comply shall result in a deemed acceptance of the invoice in question.

5. DELIVERY

5.1. Any quoted delivery or completion date is the Company's best estimate and not a contractual commitment. The Company fulfils its obligation to deliver when it makes the Goods available to the Customer or the Customer's agent for collection at the Company's premises. At the request of the Customer and at the Customer's expense, the Company will arrange for the carriage of Goods to a location other than the Company's premises, but the Company shall have no liability for any loss or damage to the Goods while in transit nor for any act or omission (negligent or otherwise) of any third party in connection with such carriage.

5.2. Risk in the Goods shall pass to the Customer upon delivery at the Company's premises or, if applicable, on despatch of the goods to the Customer.

5.3. In the event that the Customer fails to take delivery of any Goods within 7 days of the Company giving written notice that they are ready for collection, the Company shall be entitled, at its sole discretion, to store such Goods at the Customer's expense and/or to resell all or any part of such Goods without prejudice to any other right or remedy of the Company.

5.4. Where delivery of Goods to the Customer is to be by installment, each installment shall constitute a separate contract. Any defect or failure in delivery of one or more installments shall not entitle the Customer to cancel any other installment.

6. CUSTOMER'S PROPERTY

6.1. Any property of the Customer placed in the Company's possession shall be held and handled entirely at the Customer's risk without any liability on the part of the Company for any loss or damage unless caused by an act or omission of the Company done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of either an employee or agent of the Company, the Company shall be liable only if he or she was acting within the scope of his or her employment or agency

(as the case may be). In no circumstances shall the Company be liable for any economic, consequential, or indirect loss or damage suffered by the Customer.

- 6.2. The Company shall be entitled to a general and particular lien on any of the Customer's goods (including any aircraft or engine records) in the Company's possession for all amounts whatsoever and howsoever due from the Customer to the Company, even though possession of such goods may have been relinquished by the Company from time to time. Unless informed otherwise, the Company shall be entitled to assume that the Customer is entitled to subject such goods to the Company's lien. The Company may seek to recover from the Customer all the costs and expenses of exercising its lien including (without limitation) storage charges.
- 6.3. If any amount due from the Customer is outstanding for more than 30 days of a written demand for payment being made by the Company, the Company may sell on such terms and at such price as it considers reasonable any of the Customer's goods in its possession. The Customer shall give to the Company such assistance, including the delivery of any relevant documents, for the purpose of completing such sale. The Company shall apply the proceeds of sale firstly in payment of all costs and expenses incurred by the Company in connection with the sale, including (without limitation) storage, management time, legal and other professional costs and charges and secondly in total or partial satisfaction of such amount owed by the Customer. In the event of any shortfall, the Customer shall pay such shortfall on demand. In the event of a surplus, the Company shall pay such excess to the Customer.

7. PASSING OF PROPERTY

- 7.1. Title to the Goods supplied (whether on their own or with or as part of performance of Services) by the Company to the Customer shall remain with the Company until full payment has been received by the Company whereupon the Customer shall take the Goods with full title guarantee and in the event that possession of any Goods has been given to the Customer before title has passed, the Customer shall hold such Goods as bailee and shall store them in such a way as to enable them to be identifiable as property of the Company and not encumber them in any way until full payment has been made.
- 7.2. While acting as bailee of any Goods, the Customer shall on demand immediately notify the Company of the whereabouts of the Goods and give the Company free access to them.
- 7.3. In the event that the Company gives the Customer written notice that the Company has reasonable grounds for believing that any of the events set out in paragraph 11 below has occurred or is about to occur, the Customer's authority to possess the Goods of which it is bailee shall automatically end and all such Goods shall be immediately re-delivered to the Company.
- 7.4. As bailor of the Goods, the Company, either acting itself or through any agent, shall be entitled to enter upon or into any land, buildings, vehicle or aircraft where the Goods or part of them are situated or reasonably thought to be situated and may re-take possession of them at any time. If the Goods have been fitted to or fixed to an engine or aircraft, the Company shall have the right to take possession of such engine or aircraft until the Goods have been detached. The Company's title in the Goods shall not be affected by any stipulation or rule of law that the Goods become part of an engine or aircraft.
- 7.5. In the case of parts or components removed or replaced by the Company in the performance of Services, such parts or components shall become the property of the Company.

8. WARRANTY

- 8.1. The Company warrants that it will perform all Services in accordance with all applicable regulatory requirements.
- 8.2. The Company will use its reasonable endeavours to pass on to the Customer (at the Customer's cost) the benefit of any warranty in respect of the Goods given by any third party.

- 8.3. Save as expressly provided in this Condition, any Goods purchased by the Customer are sold "as is" (i.e. in their actual state and condition at the time of delivery) and the Company makes no warranty or representation as to value, design or performance and all warranties, representations, conditions, obligations and liability of any kind whatsoever, whether in contract or tort whether express or implied, or otherwise in respect of the Goods are expressly excluded. Additionally, the General Product Safety Regulations 1994 shall not apply to any Goods supplied for repair or reconditioning before use.
- 8.4. Where Goods are described as "new" such term shall mean that the Goods are unused, save for testing.
- 8.5. If the Customer establishes to the Company's reasonable satisfaction within 14 days of the date of completion of the Services that there was faulty workmanship in such Services, the Company shall at its option either credit the Customer with the price paid in respect of the Services or remedy the defect at its own cost provided that any Goods concerned shall (where applicable) have been installed, operated and maintained in accordance with the manufacturer's recommendations and good airline and engineering practice without repair or alteration not approved by the Company and provided the Goods concerned have not been the subject of any accident or foreign object damage or abuse or misappropriation, and provided always that the Customer bears the cost of returning the Goods to the Company.
- 8.6. If the Customer establishes to the Company's reasonable satisfaction within 14 days of the date of any expression of opinion or giving of advice by the Company that there was a material error in any expression of fact which the Company should have been aware with the exercise of due diligence, the Company shall credit the Customer with the price paid in respect of such opinion or advice.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. Nothing in these Conditions shall exclude or restrict any legal liability of the Company for death or personal injury resulting from the negligence of the Company or restrict any of the Company's legal obligations arising under Section 12 of the Sale of Goods Act 1979 or under the Consumer Protection Act 1987 or in respect of fraud. Additionally, where the Company is dealing with a consumer his or her statutory rights are not affected by this Condition 9.
- 9.2. Save as provided in Condition 8, the Company shall have no liability to the Customer for any damages or losses (indirect, direct or consequential) resulting from defects in design, materials or workmanship or statement of opinion or from any act or default of the Company (whether negligent or otherwise) unless caused intentionally or recklessly by the Company.
- 9.3. Save as provided in Condition 8 and 9.2, the Company's aggregate liability to the Customer whether for negligence or breach of contract, misrepresentation or otherwise shall in those circumstances not exceed the cost of the Goods and/or Services which give rise to such liability in respect of any occurrence or series of occurrences.

10. FORCE MAJEURE

- 10.1. The Company shall not be liable for the loss, damage or otherwise as a direct or indirect result of the failure to perform or delay in performing any of its obligations or be in breach of an agreement with the Customer as a result of the occurrence of any circumstance or event beyond its control, including without limitation failure to receive or delay in receipt of the Customer's Goods, acts of God, fire, flood, storm, civil disturbance, acts of terrorism, explosion, power failure or reduction of power supplies, acts, orders or requirements of any governmental or regulatory body, lack or shortage of materials or parts, inability to procure or delay in procuring equipment and materials from its normal suppliers, mechanical breakdown or strike, lock-out or labour dispute.

- 10.2. If the Company cannot complete any Services for any such reasons as is mentioned in Condition 10 it shall be entitled to be paid by the Customer in proportion to the amount of work done in accordance with Condition 4.
- 10.3. The Company shall as soon as reasonably practicable give the Customer notice of any such event as is mentioned in Condition 10.1 which causes the Company to be unable to perform its obligations on time or at all.

11. FINANCIAL CONDITION OF CUSTOMER

- 11.1. On the occurrence of any of the events listed at (a) to (g) below, all sums outstanding to the Company shall become immediately due and payable and the Company may elect to proceed with the performance of contracts subsisting with the Customer or to treat such contracts as discharged. In the case of the latter, the Customer shall remain liable to indemnify the Company against all costs incurred by the Company in connection with such contracts until their discharge.
- a. The Customer breaches any of its obligations to the Company.
 - b. The Customer wrongfully stops payment of any debt or is deemed to be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986).
 - c. A receiver, liquidator, trustee, encumbrances of similar officer is appointed over the whole or any substantial part of the Customer's undertaking, property or assets or if a petition is presented for the appointment of an administrator of the Customer.
 - d. The security of any of the Customer's secured obligations is enforced or any distress, execution, sequestration or other process is levied or enforced on or taken out against the Customer.
 - e. The Customer enters into or offers to enter into any arrangements or composition for the benefit of its creditors.
 - f. The Customer being an individual dies, is declared bankrupt or becomes of unsound mind or a patient for the purposes of any statute referring to mental health.
 - g. Provisions equivalent to (c), (d), (e) or (f) in any other system of law apply to the Customer.

12. GENERAL

- 12.1. The Company shall be entitled to sub-contract performance of the whole or part of any agreement governed by these Conditions without prior notice to or the consent of the Customer. In any agreement governed by these Conditions the Company contracts for and on behalf of itself and its sub-contractor.
- 12.2. If any part of any provision of these Conditions or any agreement governed by these Conditions shall be invalid or unenforceable, the remainder of such provision and all other provisions of these Conditions or any agreement governed by these Conditions shall remain valid and enforceable to the fullest extent permitted by law.
- 12.3. No amendment or variation of these Conditions or any agreement governed by these Conditions shall be effective unless it is made or confirmed in a written document signed by a Director of the Company and the Customer.
- 12.4. The parties to this Agreement do not intend by this Agreement to confer any rights whatsoever on any other person. Accordingly, the parties hereby expressly exclude the provisions of Contracts (Rights of Third Parties) Act 1999 (or any or re-enactment thereof).
- 12.5. Any release, delay or waiver by the Company in favour of the Customer of any (or part of any) of its rights, power or privileges under these Conditions or any agreement governed by these Conditions shall only be binding if it is given in writing. Any binding release, delay or waiver shall:

- 12.5.1. be confined to the specific circumstances in which it is given;
 - 12.5.2. not affect any other enforcement of the same right or the enforcement of any other right by or against any of the parties; and
 - 12.5.3. be revocable at any time in writing.
- 12.6. The Customer may not assign or sub-let any of its rights or duties without the prior written consent of the Company. The Company may assign all or any of its rights and transfer all or any of its obligations under these Conditions or any agreement governed by these Conditions without any requirement to notify or obtain further consent from the Customer, and the Company may disclose to any assignee or proposed assignee such information about the Customer as the Company thinks fit and the Customer hereby irrevocably waives all rights of confidentiality in respect of such disclosure.
- 12.7. Headings are included for convenience only and shall not affect the interpretation or construction of these Conditions. In these Conditions, unless the context requires otherwise, references to a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under the same from time to time; the masculine, feminine or neuter gender includes the other gender, references to the singular includes the plural (vice versa) and any reference to persons includes firms, corporations and unincorporated associations.
- 12.8. All notices shall be in writing and either delivered by hand or sent hereunder by fax or first class post, in the case of the Company to such address as it may have notified for such purposes, or in the absence of such notification, to its registered office and in the case of the Customer to its address last known to the Company. Notices shall be considered served upon delivery in the case of delivery by hand, sending in the case of correct transmission by fax and 48 hours after posting in the case of post

13. LAW AND JURISDICTION

- 13.1. These Conditions and any agreement between the Company and the Customer to which these Conditions apply shall be governed by and construed in accordance with English law.
- 13.2. The parties agree that the English Courts shall have exclusive jurisdiction to adjudicate any dispute which arises in relation thereto, save that as the provision conferring jurisdiction is for the benefit of the Company only, the Company shall retain the right to bring proceedings against the Customer in any other court which has jurisdiction.