

The Customer's attention is particularly drawn to the provisions of clause 1.14

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
Commencement Date: has the meaning set out in clause 1.2.
Conditions: these terms and conditions as amended from time to time in accordance with clause 1.21.
Contract: the contract between WASL and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer: the person or firm who purchases the Goods and/or Services from WASL.
Force Majeure Event: has the meaning given to it in clause 1.17.
Order: in the Customer's purchase order form, or the Customer's written acceptance of WASL's quotation, verbally by telephone or electronically by e-mail, or detailed overleaf, as the case may be.
Services: the services, supplied by WASL to the Customer as set out in the Specification.
Specification: the description or specification for Services provided by WASL to the Customer.
WASL: Weston Aviation Support Limited, registered in England & Wales with Company No. 04332327 whose registered office is at Sibson Manor, Sheepy Road, Sibson, Nuneaton, Warwickshire, CV13 6LE.

1.1 In these Conditions a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a party includes its personal representatives, successors or permitted assigns; a reference to **writing** or **written** includes faxes and e-mails.

1.2 **If you the Customer do not sign and return these Conditions we will take them as accepted if we perform any Services at your request.** The Order constitutes an offer by the Customer to purchase Services from WASL in accordance with these Conditions. The Order shall only be deemed to be accepted when WASL issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**). The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of WASL which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by WASL and any descriptions or illustrations contained in WASL's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between WASL and the Customer for the supply of the Services.

1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any quotation given by WASL shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

1.4 WASL shall provide the Services to the Customer in accordance with its own Specification in all material respects. WASL shall use all reasonable endeavours to meet any performance dates for the

Services specified in WASL official documentation issued to the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. WASL shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and WASL shall notify the Customer in any such event. WASL warrants to the Customer that the Services will be provided using reasonable care and skill.

1.5 The Customer shall: (a) ensure that the terms of the Order and the information it provides in the Specification are complete and accurate; (b) co-operate with WASL in all matters relating to the Services; (c) provide WASL, its employees, agents, consultants and subcontractors, with access to the Customer's aircraft, helicopter, premises, office accommodation and other facilities as reasonably required by WASL to provide the Services; (d) provide WASL with such information and materials as WASL may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; (e) prepare the Customer's aircraft or helicopter for the supply of the Services; (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

1.6 If WASL's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) WASL shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays WASL's performance of any of its obligations;
- (b) WASL shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from WASL's failure or delay to perform any of its obligations as set out in this clause 1.5; and
- (c) the Customer shall reimburse WASL on written demand for any costs or losses sustained or incurred by WASL arising directly or indirectly from the Customer Default, including but not limited to the costs and penalties incurred with third parties for the provision of any of the Services.

1.7 **Charges and payment** - The charges for Services shall be as set out in the Specification or its current standard fee rates.

1.8 WASL reserves the right to: increase its standard fee rates for the charges for the Services. WASL will give the Customer written notice of any such increase 5 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify WASL in writing within 2 days of the date of WASL's notice and WASL shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 days notice to the Customer;

1.9 Any request by the Customer to change the Specification shall change the prices paid for the services and shall be calculated according to the then current scale of charges or fees list of WASL.

- 1.10 WASL shall invoice the Customer in arrears with immediate payment due. The Customer shall pay each invoice submitted by WASL within 14 days of the date of the invoice in full, in cleared funds to a bank account nominated in writing by WASL and time for payment shall be of the essence of the Contract. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by WASL to the Customer, the Customer shall, on receipt of a valid VAT invoice from WASL, pay to WASL such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 1.11 Without limiting any other right or remedy of WASL, if the Customer fails to make any payment due to WASL under the Contract by the due date for payment (**Due Date**), WASL shall have the right to charge interest on the overdue amount at the rate of 5% per cent per annum above the then current Barclay Bank's base lending rate (in London) accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 1.12 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against WASL in order to justify withholding payment of any such amount in whole or in part. WASL may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by WASL to the Customer.
- 1.13 Nothing in these Conditions shall limit or exclude WASL's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or fraud or fraudulent misrepresentation.
- 1.14 Subject to clause 1.13: WASL shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from WASL's deliberate personal repudiatory breach of the Contract **and/or** a deliberate breach of the Contract by WASL, its employees, agents or subcontractors); and WASL's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by WASL's deliberate personal repudiatory breach **and/or** a deliberate breach of the Contract by WASL, its employees, agents or subcontractors shall not exceed any amount payable for the Services.
- 1.15 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This clause shall survive termination of the Contract.
- 1.16 On termination of the Contract for any reason the Customer shall immediately pay to WASL all of WASL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, WASL shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 1.17 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of WASL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, extreme weather, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. WASL shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents WASL from providing any of the Services and/or Goods for more than 2 weeks, WASL shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 1.18 WASL may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 1.19 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 1.20 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 1.21 A person who is not a party to the Contract shall not have any rights under or in connection with it. Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by WASL.
- 1.22 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- I confirm acceptance of these Conditions
- Authorised to sign for and on Behalf of the Customer
- Signature.....date:
- Print Name:
- Name of Customer.....