

1. DEFINITIONS

1.1 In these Conditions –

Contract	means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order.
Delivery Date	means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order and dependent upon the Incoterms stated.
Goods	means any such goods or services supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order.
Incoterms	means the International Commercial Terms as defined by the International Chamber of Commerce. The current set of terms is Incoterms 2020.
Price	means the price of the Goods as specified in the Purchase Order.
Purchaser	means STS Engine Services Limited
Purchase Order	means the document setting out the Purchaser's requirements for the Contract
Supplier	means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

1.2 The headings in these Conditions are for convenience only and shall not affect its construct or interpretation.

2. VARIATION

- 2.1 These Conditions may only be varied with the written consent of the Purchaser.
- 2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order: any alteration to the Price or Delivery Date arising by reason of such modification shall be agreed between the parties and evidenced in writing.
- 2.3 The Contract shall become binding and these Conditions deemed to have been accepted by the Supplier on acceptance of the Purchase Order (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

3. GOODS

- 3.1 The Supplier warrants and represents to the Purchaser that the Goods shall:
 - 3.1.1 conform in all respects with any particulars or specification stated in the Purchase Order, including any variations;
 - 3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
 - 3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and
 - 3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser.

4. CERTIFICATION

- 4.1 Goods to be installed on an aircraft or engine must be supplied with the release paperwork specified on the Purchase Order and in accordance with the requirements of the relevant National Aviation Authority regulations in effect at the time of supply. Failure to supply correct release paperwork will result in the Goods being rejected.
- 4.2 Goods to be used on an aircraft or engine will be subject to receiving inspection in accordance with the requirements of the relevant National Aviation Authority regulations in effect at the time of supply. Goods which are found to be unsuitable for use will be rejected.
- 4.3 Goods which require calibration must be supplied with a valid calibration certificate issued by an organisation that is accredited to the United Kingdom Accreditation Service (UKAS). Failure to supply such a calibration certificate may result in the Goods being rejected.
- 4.4 Goods to be used for the installation of parts on an aircraft or engine that do not require calibration must be supplied with a valid certificate of conformity issued by the Original Equipment Manufacturer (OEM) or other recognised certifying agency stating the relevant national standard applied. Failure to supply such a certificate of conformity may result in the Goods being rejected.
- 4.5 Goods which are subject to the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) or the Provision and Use of Work Equipment Regulations 1998 (PUWER) must be supplied with a valid Certificate of Proof Load Test or Report of Thorough Examination. Failure to supply such documentation may result in the Goods being rejected.
- 4.6 Any Goods rejected or returned pursuant to this condition 4 shall be returned to the Supplier at the risk and expense of the Supplier.

5. PRICE

- 5.1 The Supplier shall not increase the price stated on the Purchase Order unless it is accepted in writing by the Purchaser prior to the execution of the Purchase Order.
- 5.2 The Purchaser shall not be responsible for payment of the price for Goods supplied in excess of the quantity stated on the Purchase Order.
- 5.3 No payment of or on account of the price shall constitute any admission by the Purchaser as to the proper performance by the Supplier of its obligations under the Contract

6. DELIVERY

- 6.1 Delivery shall be completed when the Goods have been delivered in accordance with the Incoterms stated on the Purchase Order.
- 6.2 Failure to deliver the Goods on the Delivery Date shall enable the Purchaser, at its option, to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights or remedies.
- 6.3 The Supplier's failure to effect delivery of the Delivery Date shall entitle the Purchaser to procure substitute Goods and hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.
- 6.4 Failure by the Purchaser to exercise its options under conditions 6.2 and 6.3 in respect of any part of the Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.
- 6.5 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.

7. OWNERSHIP AND RISK

- 7.1 Ownership and risk in the Goods shall, without prejudice to any of the rights or remedies of the Purchaser, pass to the Purchaser on delivery.

8. INSPECTION, REJECTION AND GUARANTEE

- 8.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty condition contained in the Purchase Order.
- 8.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply

with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

- 8.3 The Purchaser may, by written notice to the Supplier, reject any of the Goods which fail to meet the requirements of the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:
- 8.3.1 Replace the defective Goods with Goods which comply in all respects with the requirements under the Contract, or;
 - 8.3.2 Repair the defective Goods as quickly as possible, should the Purchaser agree at its sole discretion, or;
 - 8.3.3 refund the Purchaser the price in respect of the defective Goods.
- 8.4 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter, subject to any alternative guarantee arrangements being agreed in writing between the Purchaser and the Supplier. If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects, whether by replacement or repair as the Purchaser shall elect at its sole discretion, without cost to the Purchaser.
- 8.5 Any Goods rejected or returned by the Purchaser pursuant to this condition 8 shall be returned to the Supplier at the Supplier's risk and expense.

9. LABELLING AND PACKAGING

- 9.1 The Goods shall be packed and marked in a proper manner in accordance with the Purchasers requirements and any statutory requirements and any requirements of the freight carrier.
- 9.2 The Goods must be accompanied by a delivery note or shipping advice that clearly shows the Purchase Order number, details of the contents, the net and gross weights and prominent warnings for hazardous goods. Such requirement shall apply to each package containing Goods.
- 9.3 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

10. INTELLECTUAL PROPERTY

- 10.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this condition 10.1

11. HEALTH AND SAFETY

- 11.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:
- 11.1.1 all necessary tests and examinations have been made or will be made prior to the delivery of the Goods to ensure that the Goods are designed, manufactured and installed so as to be safe and without risk to the health or safety of persons using the same; and
 - 11.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.
- 11.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal

expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this condition 11.

12. INDEMNITY AND INSURANCE

- 12.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.
- 12.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.
- 12.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.
- 12.4 The Supplier shall be liable under the provisions of the Contract (including condition 12.1) whether or not it complies with the insurance provisions in this condition 12.
- 12.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

13. CONFIDENTIALITY

- 13.1 The Supplier shall and shall procure that its staff shall keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this condition 13 or disclosed by law.
- 13.2 The provisions of this Condition 13 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

14. TERMINATION

- 14.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.
- 14.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-
 - 14.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;
 - 14.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;
 - 14.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;
 - 14.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;
 - 14.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.
- 14.3 Nothing in this condition 14 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1 The Supplier shall not, without prior written consent of the Purchaser, assign or transfer the benefit or burden of the Contract.
- 15.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

16. FORCE MAJEURE

- 16.1 Where the Purchaser is unable to accept the Goods for any reason beyond its control, including but not limited to natural disasters, war, strikes or acts of government, the Purchaser shall suspend acceptance of Goods until the end of the reason for such suspension provided that the Purchaser shall notify the Supplier within seven (7) days of the commencement of such reason.
- 16.2 During the period of suspension, the Purchaser shall not be liable to make payment to the Supplier for the Goods not so delivered.

17. COMPLIANCE WITH LAWS AND REGULATIONS

- 17.1 The Supplier shall comply with all export control laws and regulations which may govern the supply of Goods as specified in the Contract. Such laws and regulations include but are not limited to –
- 17.1.1 The International Traffic in Arms Regulations (ITAR), as defined by the United States government under 22 CFR Parts 120 to 130 and any amendments thereto.
- 17.1.2 The Export Administration Regulations (EAR), as defined by the United States government under CFR Parts 730 to 799 and any amendments thereto.
- 17.1.3 Any sanctions as recognised by the United Nations or other foreign jurisdiction, to the extent that they apply to the execution of this Contract
- 17.2 The Supplier shall be responsible for obtaining the appropriate licences or approvals, if required, for any Goods that are subject to condition 17.1.
- 17.3 The Supplier shall comply with the requirements of the Bribery Act 2010 and any amendments thereto.
- 17.4 The Supplier shall comply with the requirements of the Modern Slavery Act 2015 and any amendments thereto.
- 17.5 The Supplier shall ensure that the requirements of this condition 17 are flowed down to its own supply chain.

18. RIGHT OF ACCESS

- 18.1 The Supplier shall grant access to its facilities to the Purchaser, its customers and the relevant National Aviation Authority for the purpose of auditing and approving the Supplier and for the inspection of the Goods, should the Purchaser so deem necessary.
- 18.2 The Purchaser shall provide the Supplier with at least twenty-four (24) hours' notice and the Supplier shall not unreasonably refuse such request.

19. NOTICES

- 19.1 Any notices to be given under the Contract shall be delivered personally, sent by post or communicated by email to a recognised officer of either party (the Supplier or the Purchaser) who is directly associated with the Contract.
- 19.2 Notices shall be sent to the address as set out in the Contract.

20. ADVERTISING AND PROMOTION

- 20.1 The Supplier shall not advertise or promote the supply of the Goods unless agreed to in writing by the Purchaser and providing the Purchaser shall have the right to approve any such advertising or promotion in advance of release.

21. THIRD PARTY RIGHTS

- 21.1 The Contract is not intended to create any rights of any kind whatsoever enforceable by any person or business which is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999 and any amendment thereto.

22. SEVERABILITY

- 22.1 If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

23. WAIVER

- 23.1 No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

24. JURISDICTION

- 24.1 The Contract and any dispute arising or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English Courts only except that the Purchaser may seek injunctive relief outside such jurisdiction.