

1. Definitions

- 1.1 "The Seller" means Flightspares Pty Ltd and "the Buyer" means you.
- 1.2 "Delivery" means the physical receipt of the Goods by the Buyer or by the Buyers Agents or Servants.
- 1.3 "The Services" means the supply of goods by the Seller for the Buyer.
- 1.4 "The Goods" shall mean any tangible property comprising any element of the Services.

2. Quotations

- 2.1 All original quotations are given in good faith and based upon the Seller's then existing stock or product availability at the time of quotation.
- 2.2 The Seller reserves the right to vary quotations prior to Delivery to the Buyer to account for market forces unforeseen at the date of quotation.
- 2.3 The quotation will remain valid for 14 days from the date that it is supplied to the buyer.
- 2.4 Typing and clerical errors on quotations are subject to correction.

3. Acceptance of Quotations

- 3.1 The acceptance of any quotation by the Buyer must be confirmed in writing to the Seller.
- 3.2 The Seller shall have no obligation to provide any Services to the Buyer without the prior receipt of an accepted quotation.

4. Delivery

- 4.1 All dates for Delivery are given in good faith but expressly do not operate as any condition term in representation or warranty on the part of the Seller.
- 4.2 The Seller shall use its best endeavors to meet the Delivery dates but shall not be liable to the Buyer in respect of the late Delivery in the event of force majeure.

5. Payment

- 5.1 Net payment in cleared funds to the Seller for the provision of the Services shall be made by on behalf of the Buyer on or before the Delivery.
- 5.2 The Seller may provide credit terms in its absolute discretion, but these shall only be of effect if evidenced in writing by the Seller.
- 5.3 Any default by the Buyer to pay for the Services by the due date shall entitle the Seller to an additional payment calculated at 1.5% per month of the outstanding sum due from time to time.

6. Retention of Title

- 6.1 No title or other interest in the Goods shall pass to the Buyer except upon payment in full for the Services.
- 6.2 Pending such payment full title to the Goods shall remain vested in the Seller whether or not Delivery has taken place, and the Seller hereby undertakes to hold safe the Goods on behalf of the Seller and not to dispose or otherwise deal with the Goods in any manner whatsoever.
- 6.3 At any time pending such payment the Seller shall have the unfettered right to enter upon the premises of the Buyer or any third party acting with or on behalf of the Buyer to recover the goods.

7. Indemnity

- 7.1 The Buyer shall indemnify the Seller in respect of all liabilities damages and costs to which the Seller may become liable as a direct result of the Buyer's instructions to the Seller.

8. Warranty

- 8.1 No separate warranty is made expressly or implied by the Seller as to the "life" or "wear" of any Goods supplied by the Seller to the Buyer nor as to the fitness for purpose of any goods supplied by the Seller for any specific use or in any specific condition by the Buyer.
- 8.2 Notwithstanding the above, the benefit of any Manufacturer's, MRO's or other Supplier's warranty in the Goods afforded to the Seller shall pass to the Buyer.

9. Claims

- 9.1 Where the Goods supplied or the Services rendered by the Seller are alleged by the Buyer to be defective (other than through the process of Delivery) the Buyer must notify the Seller within 7 days of the Delivery in default of which the Seller shall bear no responsibility in respect of the alleged defect.
- 9.2 The Buyer shall thereafter forthwith return the allegedly defective Goods to the Seller for separate evaluation and if then established to be defective the Seller shall rectify the defect or replace the Goods or shall alternatively credit the Buyer for the price paid by the Buyer.
- 9.3 The Buyer hereby expressly acknowledges and undertakes that the liability of the Seller to the Buyer in respect of any alleged defect shall be strictly limited to the Seller's obligations in the immediately preceding sub clause.

10. Service Exchange

10.1 Where equipment or Goods are supplied by the Buyer to the Seller on an exchange basis, the Buyer shall be liable to the Seller for any cost of repairing or renewing such equipment or Goods in the event such equipment or Goods are found to be irreparable or uneconomic to repair. Such costs will include the Seller's handling charges and profit.

11. Cancellation

11.1 The buyer may cancel an order prior to the Seller shipping the item or service. The Buyer may not cancel any special order item without accepting all and any costs the Seller may have incurred in satisfying the Buyers Purchase Order.

12. Insurance & Risk

12.1 Where Goods are damaged during the course of Delivery to the Buyer or the Buyers agents of servants solely through the neglect or default of the Seller, the Seller at its sole discretion shall repair or replace the Goods or shall give the Buyer credit in respect of the price paid by the Buyer. The Buyer hereby expressly acknowledges and undertakes that the Sellers liability under this sub clause shall not exceed the limits set herein.

12.2 The Seller shall not be liable at all to the Buyer in respect of any damage to the Goods caused in transit and the Buyer shall be solely responsible for the carriage and insurance of the Goods. The Seller shall act solely as the Buyer's agent for the purpose of the carriage of the Goods.

12.3 All risk in the Goods shall pass to the buyer on Delivery and it shall be for the Buyer to insure and to keep insured the Goods as from the completion of the Services.

12.4 Any tools, material, or other item supplied by the Buyer to the Seller for the purpose of the Seller providing the Services shall remain at the Buyers risk and shall be fully insured by the Buyer both whilst in transit and in the Sellers possession.

13. Termination

13.1 The Seller shall be entitled to terminate forthwith its Agreement with the Buyer in the event of any non-trivial breach of these Terms and Conditions as well as upon any act of insolvency on the part of the Buyer without prejudice to all such other claims to which the Seller may be entitled.

14. Import & Export Licences and Regulations

14.1 The parties shall comply with applicable domestic and foreign export compliance requirements including applicable US & EU export laws and regulations (e.g. EAR, ITAR, and OFAC sanction regulations) and those of other relevant foreign jurisdictions.

14.2 The Buyer will not knowingly supply, export or re-export directly or indirectly via 3rd party organisation to:

- A sanctioned country or an entity/person that is owned or otherwise controlled by a listed country or entity/person as referred to within the Federal Office for Economic Affairs and Export Control (BAFA), United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations.
- An entity/person that is listed as a Special Designated National (SDN) in the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulation.
- Entity/person that is sanctioned by Australia, European Union or the United Nations.

15. Miscellaneous

15.1 No purported variation of these Terms and Conditions shall be of any effect except as witnessed by the Sellers prior written agreement.

15.2 All disputes arising out of or in connection with these Terms and Conditions shall, to the extent possible, be settled amicably by negotiation between the Chief Executive Officer of Flightspares and the Chief Executive Officer of the Customer 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 settled by court proceedings.

15.3 These Terms and Conditions and any agreement made thereunder shall be subject to the laws of Australia.