

Aeropia Terms & Conditions for Purchase Orders.

1. General

These terms and conditions apply to every purchase order placed by Aeropia Limited ("Buyer") with any individual firm or company ("Supplier"). No terms or conditions in or attached to any catalogue, or other sales literature, or document, eg. tender, invoice, despatch/delivery advice note of the Supplier which are inconsistent with these terms and conditions or which purport to add to or vary them in any way, shall have any effect unless expressly accepted by the Buyer in writing. In the absence of such acceptance, the Supplier shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of the Buyers terms & conditions, and acceptance of any goods shall not constitute, or be deemed to constitute acceptance by the Buyer of the Supplier's terms or conditions.

2. Price variation

Any price for goods quoted by the Supplier and accepted and ordered by the Buyer shall not be varied prior to the full delivery of goods. Any variation of price shall not be deemed accepted by the Buyer unless agreed in writing between the Supplier and the Buyer.

3. Extra charges

All extra charges of any kind, including but not limited to insurance, packing, certification etc., will be borne by Supplier unless otherwise expressly provided in the Purchase Order or unless otherwise agreed in writing by Buyer.

4. Changes/Cancellation

Buyer shall have the right, at any time and from time to time without fault or default by Supplier or other cause, to cancel all or any part of the undelivered portion of Purchase Orders by giving notice of such cancellation to Supplier. In the event of such cancellation and as Buyer's sole liability for such cancellation and with Buyer's prior written agreement, Buyer shall reimburse Supplier for its actual cost of labour and materials theretofore used by Buyer in respect of the cancelled order and the materials so paid for shall be shipped to Buyer.

5. Assignment

The Supplier shall not assign or transfer any order from the Buyer or the benefit of any order to any third party except with the written consent of the Buyer.

6. Delivery

All goods ordered by the Buyer shall remain at the risk of the Supplier until acceptance by the Buyer upon delivery to such destination as the Buyer shall specify in the Purchase Order; unless agreed otherwise and such variation is incorporated into the order.

Failure to deliver by the date specified on the order shall entitle the Buyer to cancel the order without notice.

Deliveries shall conform to the respective Purchase Orders received from the Buyer as to quantity, quality, specification and description, and if not so compliant, the Buyer is entitled at its option either to return the same to and at the risk of the Supplier, or accept the whole or any part of the goods delivered by the Supplier, but without prejudice to any rights of the Buyer, to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

In the event that Supplier delivers goods not complying with Buyer's Purchase Order or Buyer's Terms and Conditions of Purchase, Supplier shall have up to 10 working days of being notified in writing by Buyer of discrepancy or defect to remedy same. If Supplier fails to remedy discrepancy or defect within this period and/or collect goods, Buyer will arrange return of goods to Supplier at the Suppliers expense, and an administration fee of £25 per defective line item will be charged by Buyer. This will be charged in the form of a debit note against

outstanding payments to the Supplier, or an Invoice issued by Buyer if no debt balance exists against the Supplier's account.

7. Acceptance of Goods

Materials and goods shall be received subject to Buyer's right to inspect, test, and approve all such materials and goods at destination, before acceptance or payment. Buyer has the right to withhold payment for and to reject any goods or materials which in the Buyer's opinion are defective or do not conform to the related Purchase Order. Such reasons include but are not limited to, condition of containers and lack of certification. Supplier shall pay transportation costs and the cost of inspecting, testing, and returning all materials and goods that are rejected.

The Buyer shall notify the Supplier promptly of any discrepancy or alleged damage to goods in transit, and shall afford to the Supplier reasonable facilities for the inspection and collection of the same or will if so required by the Supplier return the goods at the risk and cost of the Supplier

8. Force Majeure

Notwithstanding anything contained in these terms and conditions neither the Buyer nor the Supplier shall be liable for any loss, damage or expense suffered or incurred by one party if by reason of fire, accident, wars, strikes, lockouts or any restriction or prohibition imposed by the Government or any duly authorised authority which could not reasonably have been prevented or avoided by the Buyer or the Suppliers as the case may be, either

(i) The Buyer is prevented from or delayed in accepting delivery of any goods or any part of a delivery or in paying for the same or any part of a delivery at the due time or

(ii) The Supplier is prevented from or delayed in the supply of any goods ordered by the Buyer.

9. Observance of statutory requirements

The Supplier shall comply with all statutory requirements, including but not limited to statutes, orders, regulations or by-laws, applicable to the performance of these terms and conditions, including health and safety, and shall indemnify the Buyer against any losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier's non compliance with the same.

10. Insurance

Supplier agrees to provide to Buyer, on request, a certificate from Supplier's insurance carrier showing that Supplier carries public liability, and property damage insurance coverage acceptable to Buyer.

11. Invoices

Following each shipment of materials or goods under a Purchase Order, Supplier shall send a separate invoice to Buyer's office designated on the Purchase Order. Invoices shall contain the following information as applicable: Buyers Purchase Order Number, item number, descriptions of all materials and goods, sizes, weights, quantities, unit and total prices, destination, any consignees, any routing and freight information, and any other information required by other provisions of the related Purchase Order.

12. Indemnity

The Supplier shall indemnify the Buyer against death or injury or any loss damage or expense suffered or incurred whether directly or indirectly as a result of:-

(i) Any infringement of any letters patent registered design or trademark arising out of the sale or use of the goods supplied by the Supplier.

(ii) Any defect in goods whether in the materials design construction or delivery of them giving rise to personal injury or death.

(iii) Failure of the goods to comply with the requirements of any statute statutory instrument or other order generally applicable in England and Wales.

13. Confidentiality

Any information (whether in written or any other tangible form, including magnetic or electronic media, or in any intangible form, including oral or visual) provided by Buyer to Supplier shall be and will remain the property of Buyer. The Buyer and the Supplier shall treat all confidential information belonging to the other party as confidential and safeguard it accordingly; and shall not disclose any confidential information belonging to the other party or to any other person without the prior written consent of the other party except to such extent as may be necessary for the performance of the contract or except where disclosure is otherwise expressly permitted by the provisions of this contract or is permitted under the Freedom of Information Act 2000. The Buyer will determine at its absolute discretion whether information should be disclosed under the Freedom of Information Act 2000.

All Confidential Information in tangible form shall be returned to Buyer promptly on request.

14. Governance

These terms and conditions shall govern despite any conflicting terms or conditions of any printed acknowledgment or confirmation of Purchase Orders, or any other form used by the Supplier in processing the Buyer's order, unless such conflicting terms and provisions are expressly brought to the attention of Buyer and agreed to in writing by Buyer.

15. Waiver

No waiver by Buyer of any of these terms and conditions shall be deemed to be or shall constitute a waiver of any other term or condition herein, whether or not similar, nor shall any such waiver constitute a waiver of any subsequent failure, delay or breach by Supplier.

16. Termination

If at any time after the acceptance of a Purchase Order the Supplier shall commit an act of bankruptcy or in the case of a Limited Company call a meeting of its creditors then the Buyer shall be entitled to treat the contract as repudiated and cancelled in respect of any goods not delivered in accordance with the terms of the Buyer's order.

17. Amendment to Terms and Conditions

These terms and conditions may not be varied by the Supplier except by written agreement, signed by the duly authorised representatives of Buyer and Supplier.

18. Separately negotiated contracts

These terms and conditions will apply unless the Buyer and the Supplier negotiate separate terms and conditions. If such terms and conditions are negotiated and agreed between Buyer and Supplier, those terms and conditions will override these standard terms and conditions.

19. Applicable Law

Buyers Purchase Orders shall be subject to and construed in accordance with English Law, with all parties submitting to the jurisdiction of the English Courts.