

TP Aerospace terms of sale and delivery

1. Scope

1.1 These general terms and conditions shall apply to every contract of sale, supply repair service etc. unless otherwise expressly stipulated in writing. The buyer's own terms of purchase, sale or delivery, if any, shall only apply to the extent that TP Aerospace has expressly accepted them in writing for the specific contract.

1.2 In these general terms and conditions "TP Aerospace" means the company within the TP Aerospace Group of companies, this confirms the order of the Buyer, according to Article 2.3.

1.3 Data in TP Aerospace' product information, price lists, catalogues, etc., are binding only to the extent that they are expressly included in the contract by reference.

2. Quotations – confirmation of orders

2.1 TP Aerospace may revoke quotations that have not expressly been made binding for a specified period until TP Aerospace has received an unqualified acceptance from the customer.

2.2 In the absence of statements to the contrary, a quotation shall be deemed to have lapsed thirty (30) days after the date of such quotation.

2.3 Any agreement on delivery shall only be binding to TP Aerospace when the Buyer has received the written order acknowledgement of TP Aerospace and only on the conditions contained therein.

2.4 TP Aerospace shall not be liable for any claims, losses or damages of any nature whatsoever, including consequential losses, loss of production, loss of profits or other indirect losses which the Buyer may suffer as a result of any failure, delay or partial imperfect performance in connection with messages, including quotations and/or order confirmations exchanged via the SITA Network or similar electronic networks.

3. Licences and approvals

3.1 TP Aerospace shall not be responsible for obtaining import and export licenses or official approval of the goods.

3.2 In the absence of written agreement to the contrary, the Buyer shall:

3.2.1 Obtain such import licenses, etc., at his own expense as are required for the import or approval in the import of the goods in the recipient country

3.2.2 Bear and defray all costs payable in connection with the entry of the goods into the recipient country and transit, where applicable, through other countries.

4. Prices

4.1 TP Aerospace reserves the right to adjust its prices commensurate with the rise or fall in TP Aerospace's purchase prices or changes in the rate of exchange occurring from the time of quotation till the time of delivery. Except in the case of written agreement to the contrary, TP Aerospace's prices are quoted Ex Works (TP Aerospace's warehouse) in accordance with the Incoterms 2000 in force at the time of the formation of the contract. Freight, insurance and dangerous goods materials costs shall be borne by the Buyer.

4.2 The goods are supplied in standard packing free of charge. Cost of special packaging required by the Buyer will be charged to the Buyer.

5. Payment

5.1 In the absence of agreement to the contrary, payment shall be made in cash within thirty (30) days of the date of invoice.

5.2 In the event that the Buyer fails to effect payment punctually, penalty interest at the rate of 1.5% per month shall be charged from the due date.

5.3 The goods shall remain the property of TP Aerospace until paid for in full.

6. Delivery – passing of risk

6.1 Except in the case of written agreement to the contrary, delivery shall be considered to be Ex Works (TP Aerospace's warehouse) in accordance with the Incoterms 2000 in force at the time of the formation of the contract. Consequently, the Buyer bears the risk of loss or damage to the goods from the time the goods have been placed at his disposal.

6.2 If delay in delivery is caused by circumstances which under Article 14.1 shall be considered a case of relief or by any act or omission on the part of the Buyer, the time of delivery shall be extended having regard to the circumstances in the case. The time of delivery shall be extended even if the cause for the delay occurs after the originally agreed time of delivery.

6.3 TP Aerospace shall be entitled to deliver the goods in one or more consignments.

6.4 If the Buyer has not informed TP Aerospace of any specific means of transportation, TP Aerospace may, at its sole discretion and at the expense and risk of the Buyer, choose the means of transportation.

6.5 If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment, which is dependent on delivery as if the goods in question had been delivered. TP Aerospace shall arrange storage at the Buyer's risk and expense. TP Aerospace shall, if required by the Buyer in writing, insure the goods at the expense of the Buyer provided always that the Buyer pays the insurance premium in advance.

7. Cancellation

7.1 A concluded purchase contract can be cancelled only with the prior written consent of TP Aerospace.

7.2 Special goods, i.e. made to order parts or non-stock parts, cannot be cancelled.

7.3 In the event that, by way of exception, TP Aerospace may accept a cancellation, the Buyer shall compensate TP Aerospace for all special costs connected with the cancelled purchase, plus a cancellation fee of 15% of the invoice price, but the fee may not be less than USD 500.

8. Return of goods

8.1 Return of already delivered goods shall only be made with the prior written consent of TP Aerospace.

8.2 Goods shall be returned in same condition and un-used as supplied per §6.1.

8.3 Approved returns will be subjected to a restocking charge in force and stated by TP Aerospace at the time of the return approval.

8.4 Any return of goods shall be for the account and at the risk of the Buyer.

8.5 Goods returned will be credited the original invoiced amount with deduction of the restocking charge and any special costs borne by TP Aerospace in relation to the returned goods.

9. Customer's position

9.1 TP Aerospace shall be entitled to delay or cancel agreed deliveries in the event that the Buyer exceeds the time of payment in relation to any contract between the Parties, suspends payment, goes bankrupt, enters into liquidation or, through other acts or omissions, gives justified cause for concern as to his liquidity.

10. Approvals of goods, examination, notice, etc.

10.1 Complaints about any noticeable lack of conformity shall be registered without undue delay and not later than two (2) weeks after receipt.

10.2 Upon delivery the Buyer is obliged to carry out a thorough examination of the goods supplied. Defects, which should or could reasonably have been detected during such examination, shall not entitle the Buyer to advance a claim against TP Aerospace.

10.3 The Buyer loses the right to make any claim in respect of defects in the goods supplied if he does not give written notice to TP Aerospace specifying the nature of the defect immediately after he has discovered it or should have discovered it.

10.4 Defects in goods supplied shall not entitle the Buyer to cancel the contract wholly or in part, always provided that TP Aerospace sends goods in replacement of the defective goods or repairs the defective part or refunds an amount, equal to the amount paid for the part, within a reasonable period of time.

11. Warranty, remedies, limitations, coverage and warranty period.



TP Aerospace warrants that, at the time of delivery, rotables, repairable and exchange Part, as applicable, will be free from defects in material and workmanship for a period of.

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| Factory New- | 12 Month after delivery. |
| OH- | 6. Month after delivery. |
| Repaired SV- | 3. Month after delivery. |

11.1 The claimed defect must be discovered by Customer within the applicable warranty period, and TP Aerospace must receive written notice of such defect at the earliest practicable time after discovery of the defect by Customer, but in no event later than 30 days after expiration of the applicable warranty period and no later than at the first removal takes place. Such claim must include reasonable evidence that the claimed defect is covered by one of the above warranties and if requested by TP Aerospace, that such defect did not result from component failures, Foreign Object Damage (FOD) or due to causes beyond normal operational wear and tear. As an example and not limited to Rejected Take Off's (RTO), failures and/or damages caused by operational error and/or carelessness and/or error in handling of the Component and/or unauthorized repair actions on the Component.

11.2 Customer's remedy for a defect in material and workmanship in the Part is repair or replacement, at TP Aerospace's option, of the defective Part. If a replacement Part is provided, such replacement will be interchangeable with the replaced part and be free from defect. TP Aerospace's liability and Customer's remedy under this Article are conditioned upon the return, as soon as practicable, of the defective Part, with all shipping charges prepaid, to TP Aerospace's location, from which such part was previously delivered to Customer, or other mutually agreeable location. Upon confirmation of the defect, TP Aerospace will reimburse Customer's reasonable incoming shipping charges. Return of the repaired or replacement Part will be at TP Aerospace's expense.

11.3 DISCLAIMER OF WARRANTIES AND RELEASE. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF TP AEROSPACE AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, INDEMNITIES, OBLIGATIONS AND LIABILITIES OF TP AEROSPACE, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST TP AEROSPACE, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS, OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT, ANY INDEMNITY AGAINST ACTUAL OR ALLEGED INFRINGEMENT OR THE LIKE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TP AEROSPACE; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT OR PART. EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. TP AEROSPACE WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TP AEROSPACE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS, OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT OR, ANY INDEMNITY AGAINST ACTUAL OR ALLEGED INFRINGEMENT OR THE LIKE.

11.4 TP Aerospace will not be liable for any delay in performance of this Agreement caused by: (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labour troubles causing cessation, slowdown or interruption of work; (vi) delivery to anyone pursuant to an Aircraft on Ground (AOG) or critical request affecting any aspect of TP Aerospace's performance identified to an order; (vii) inability, after due and timely diligence, to procure materials, systems, accessories, equipment, or parts; or (viii) any other cause to the extent such cause is beyond TP Aerospace's control and not occasioned by TP Aerospace's fault or negligence. A delay resulting from any such cause is defined as an Excusable Delay.

12. Product liability

12.1 TP Aerospace shall not be liable for personal injury only where it can be proved that such injury is caused by errors or negligence attributable to TP Aerospace.

12.2 TP Aerospace shall not be liable for damage to real or personal property occurring whilst the goods are in the Buyer's possession, nor shall TP Aerospace be liable for damage to products manufactured or repaired by the Buyer or to the products of which these form part.

12.3 TP Aerospace shall not be liable for consequential losses, loss of production, loss of profits, or other indirect losses.

12.4 To the extent that product liability towards a third party shall be imposed on TP Aerospace, the Buyer shall hold TP Aerospace harmless and indemnified to the same extent that TP Aerospace's liability is limited according to Articles 12.1, 12.2 and 12.3.

12.5 In the event that third party raises a claim for damages under this Article against one of the parties hereto, the relevant party shall immediately notify the other party.

13. Goods for repair

13.1 Goods belonging to the Buyer and sent to TP Aerospace for repair, etc., shall be subjected to the Buyer's own risk and shall not be covered by TP Aerospace's insurance policies.

14. Grounds for relief (force majeure)

14.1 The following circumstances shall be considered grounds for relief if they impede the performance of the contract or make the performance unreasonable onerous: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, defects or delays in deliveries by sub-suppliers and service providers.

14.2 The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Buyer from fulfilling his obligations, he shall compensate TP Aerospace for expenses incurred in storing, securing and protecting the goods.

14.3 Notwithstanding other provisions of these general terms and conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is delayed more than six (6) months by reason of any grounds for relief as described in Article 14.1

15. Choice of law and venue

15.1 Any dispute controversy, disagreement or claim arising out of or under the contract or the termination, breach or invalidity thereof shall be settled by the competent court of the place where TP Aerospace has its registered place of business and shall be governed and interpreted under the law in force at the registered office of TP Aerospace