



AircraftMaterials
Terms & Conditions of Sale

1. Definitions and Interpretations

- 1.1 “We”, “Us”, “Our”, “Seller” refers to AircraftMaterialsUK.com Ltd, a company registered in the United Kingdom under number 4141886.
- 1.2 “You”, “Your”, “Buyer” refers to the company, entity or person to whom We will supply Goods and who is responsible for payment of said Goods.
- 1.3 “Contract” refers to the Contract for the purchase and sale of the Goods under the terms of these conditions and as defined in our Order Confirmation.
- 1.4 “The Goods” refers to the Goods that We are to supply (in whole, part or instalment) in accordance with the terms of the Purchase Order, Order Acknowledgement and these Terms and Conditions.
- 1.5 “The Terms” refers to the standard terms and conditions of sale detailed in this document, along with any additional special terms and conditions agreed in writing between the Seller and the Buyer.
- 1.6 “Business Day” means any day except Saturday, Sunday or Bank Holiday in England. “Month” mean a standard calendar month.
- 1.7 “Writing” refers to any communication effected by means of email, letter, facsimile or similar written method.
- 1.8 “Defect” refers to any characteristic (physical or technical) of the material provided which renders it unable to be Used for the Buyer’s intended purpose.
- 1.9 The headings in these terms do not affect the interpretation of these Terms and are for convenience only.
- 1.10 Words in the singular include the plural and vice-versa. Words denoting a gender include all genders and statements referring to person include companies, organisations and entities and vice-versa.
- 1.11 “Order Confirmation” refers to any written confirmation from Us, either by statement in an email or by sending an official ‘Order Acknowledgement’ document, confirming that we have accepted Your order on the basis of your method of ordering.
- 1.12 Any reference to a particular law, statute or provision of a statute shall be construed as a reference to that law, statute or provision as is in force at the relevant time taking account of any amendment, extension, re-enactment or application. The Contract shall be governed by the laws of England and the courts of England shall have jurisdiction over any dispute.

2. Basis of Sale

- 2.1 We offer to sell to You a product or products based on Your enquiry to Us via a Quotation. The Quotation will include details such as (but not limited to) alloy/specification, size, quantity, item price along with any pertinent supplementary information and charges for details such as delivery time, delivery cost, packaging cost, certification costs, heat treatment/other testing costs.
- 2.2 The details contained in the Quotation are subject to change at any time and You will be notified in subsequent correspondence concerning the Quotation if that is the case.
- 2.3 The Seller makes no representations or claims relating to the Goods offered, other than what is included in writing, and by entering into a Contract, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4 A formal order is considered when a Purchase Order is issued by the Buyer in response to a Quotation, referencing said Quotation or detailing the item(s) which are being purchased.



- 2.5 Where a 'verbal' order is placed, or no official Purchase Order (i.e. a written statement via email), it shall be taken that the terms of Our Quotation and/or Pro-Forma invoice are accepted in full.
- 2.6 If the Purchase Order cannot be accepted for any reason including (but not limited to) non-availability of stock, price change, dispute over specifications, loss of credit facilities etc, We will notify the Buyer in writing and the Purchase Order will not be accepted until it has been amended accordingly.
- 2.7 We will send an Order Acknowledgement, accepting the Purchase Order under the conditions set forth in these Terms, which will bring into existence the Contract between Us and the Buyer. No Contract shall exist between Us and the Buyer prior to issuing the Order Acknowledgement.

3. Pricing and Payment of Goods

- 3.1 The price of the Goods being offered shall be as detailed on the Order Acknowledgement and not as detailed on any other quotation, documentation or verbal statement.
- 3.2 The Seller reserves the right to amend the price of the Goods, at any time prior to delivery, to reflect any such change in the base cost to the Seller due to factors beyond Our control. This includes (but is not limited to) currency exchange fluctuations, changes to import duties and regulations, alterations to the quantity, size, delivery point or delivery date as requested by the buyer or failure of the Buyer to provide the Seller with adequate information to fulfil the Contract.
- 3.3 Payment for Goods may be made via bank transfer, credit/debit card or cheque (in GBP currency). We reserve the right to charge associated bank charges (wire transfer fees/ credit card charges etc) to the Buyer and will notify in advance of any such charges.
- 3.4 It is the Buyer's responsibility to make payment into the correct currency account as detailed on our invoice and assume all fees levied by their own bank.
- 3.5 Payment of invoices where credit terms have been granted shall be paid within 30 days from the date of the invoice (unless alternative payment terms have been agreed in writing).
- 3.6 If credit terms are not adhered to, We reserve the right, at Our sole and exclusive discretion, to (i) withdraw all future credit terms (ii) agree an alternative timeframe in which You are to pay (iii) delay the delivery of any outstanding order until payment is received (iv) take any alternative action to recover the debt.
- 3.7 We reserve the right to charge interest on all late payments beyond agreed credit terms. This will be charged at a daily rate calculated as 8% plus the prevailing Bank of England interest rate.
- 3.8 We also reserve the right to charge a fixed sum for the cost of recovering the late payment at the following rates: (1) For debts up to £999.99 we will charge £40.00 (2) For debts from £1,000 to £9999.99 we will charge £70.00 (3) For debts over £10,000 we will charge £100.00. These will be one-off payments in addition to the late payment interest.
- 3.9 All payments shall be made to the Seller in the currency of the price stated on the Invoice.

4. Ordering and Specifications

- 4.1 No Purchase Order placed by the Buyer shall be accepted by the Seller unless and until confirmed in writing by the Seller.
- 4.2 The specifications for the item(s) offered shall be as expressly stated in both the Quotation and Order Acknowledgement.
- 4.3 Third Party / Proprietary Specifications- the Seller will only supply item(s) that meet the product details as written and located in the line item descriptions of the Buyer's Purchase Order. We take complete exception to any additional information such as footnotes, remarks, clauses, terms, comments, 3rd party specifications, Website references which may alter the interpretation of the stated description and specification detailed on the Order Acknowledgement unless it is expressly brought to Our attention and agreed by Us in writing prior to issuing the Order Acknowledgement.



5. Delivery of Goods

- 5.1 We will advise of an approximate lead time and anticipated shipment date by which We will aim to dispatch the Goods from Our warehouse. These dates are simply an estimate by which We will make every effort to adhere, but Our conformity with such date(s) is not, and shall not become in any event, the basis for the Contract between Buyer and Seller.
- 5.2 For ex-works shipment, the estimate delivery date will be taken to mean the anticipated date at which Goods will be invoiced and packaged ready for the Buyer to arrange for their collection.
- 5.3 Where We anticipate that any estimated date will not be adhered to, We will make every effort to advise the Buyer, in good time, of the updated date.
- 5.4 Where Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and any failure or late delivery on the part of the Seller to fulfil any individual delivery does not constitute failure for the overall Contract as a whole.
- 5.5 The Seller will endeavour to comply with reasonable requests by the Buyer for postponement of delivery but shall be under no obligation to do so. Where postponement is agreed by the Seller in writing the Buyer shall, if required by the Seller, pay all costs and expenses including a reasonable charge for storage occasioned thereby.
- 5.6 Time for delivery is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel the order for failure, for any cause, to meet delivery time stated.
- 5.7 The Buyer shall be deemed to have accepted delivery of the Goods immediately upon signing for the Goods, either at the point of delivery or by the Buyer's designated forwarder at the point of collection, on Our standard delivery note or whichever delivery notification systems is Used by Our appointed forwarder. Such signature shall denote satisfaction with and acceptance of the Goods.
- 5.8 The Seller shall not be liable to the Buyer, or be deemed in breach of Contract, for any delay in delivering or in performing (or failing to perform) any of the Seller's obligations under the Contract, if the delay or failure was caused by reasons outside of the Seller's reasonable control. This includes, but is not limited to:
 - 5.8.1 Act of God, explosion, flood, fire, tempest, epidemic or pandemic.
 - 5.8.2 War, threat of war, sabotage, insurrection, civil disturbance, malicious damage.
 - 5.8.3 Sudden import or export regulation changes or embargoes.
 - 5.8.4 Strikes or other industrial actions/trade disputes of either the Seller or 3rd Party providers
 - 5.8.5 Difficulties in obtaining raw materials, labour, machinery, power failures or machinery breakdowns.
- 5.9 Upon completion of delivery (as defined in clause 5.7), risk in the product will transfer to the Buyer.

6. Risk and Property

- 6.1 Risk of damage to, or loss of, the Goods will be deemed to have taken place as described in Clause 5.9 of these Terms.
- 6.2 Title to the Goods will pass to the Buyer once payment has been received in full for the Invoice of those Goods.
- 6.3 Prior to 6.2, the Buyer shall not be entitled to Use the Goods as a pledge or in any way charge by way of security for any indebtedness. In the event that the Buyer does so, all payment owing to the Seller shall become due and payable.
- 6.4 Until title to the Goods has passed to the Buyer as set out in 6.2 You will:
 - 6.4.1 Store the Goods with reasonable care so as to keep them in a re-sellable condition.
 - 6.4.2 Ensure that the Goods are clearly identified as belonging to Us.



- 6.4.3 Not remove any marking or identification on the material.
- 6.4.4 Agree that Using the Goods (for production etc) prior to title passing under 6.2 will render Your right to cancel the order or return the Goods null and void (unless due to an undisclosed Defect within the material itself).
- 6.4.5 Immediately inform Us if You suspect that You will be unable to fulfil the payment responsibilities to transfer title to Yourself, You will return the Goods to Us or allow Us access to Your facility to repossess them.

7. Termination

- 7.1 Cancellation of the Contract by the Buyer will only be accepted by Us if:
 - 7.1.1 Cancellation is received in writing and in reasonable time as to allow Us to cancel Our own Contracts / purchase orders / productions etc.
 - 7.1.2 On condition that We have the right to charge for any incurred expenses and/or loss of profit or other damage up to the point of cancellation.
 - 7.1.3 In the case of Goods being produced specifically to fulfil the terms of the Contract, that We are able to cancel any incoming and related Contracts / purchase orders / productions etc on Our own suppliers without penalty.
- 7.2 We reserve the right to cancel the Contract if at any time:
 - 7.2.1 You fail to make payment by the due date, or We suspect that You will be incapable of making payment by the due date, or are withholding due payments from previous orders/deliveries.
 - 7.2.2 We have insufficient stock (or would need to offer alternative stock) at the time of payment (for pro-forma payments) or of delivery.
 - 7.2.3 We note, prior to shipment of the material, that material has been misquoted, either by typographical error by Us or an error by Our own suppliers.
 - 7.2.4 A receiver / administrative receiver is or may be appointed in relation to You or Your assets. Or You pass a resolution for wind-up and/or the appointment of an administrator/liquidator.
 - 7.2.5 You suspend trading or threaten to do so.
- 7.3 If We cancel the Contract, we will transfer to You any advance monies received by Us from You as soon as possible but at the latest within 30 days of the cancellation.
- 7.4 If We cancel the contact, other than returning monies owed, We will not be liable for any additional compensation resulting from Our inability to supply as per the Contract.

8. Warranties, Defects and Liabilities

- 8.1 Our liability for all Goods or material or services supplied by US shall be limited to the liability of the manufacturers and/or suppliers of each Goods/and or services supplied to Us.
- 8.2 The sole and exclusive expression, given by Us, as to the quality or suitability of any material sold will be limited to that explicitly set out by Us in the Order Acknowledgment.
- 8.3 Any claimed Defects must be notified to Us immediately upon their appearance.
 - 8.3.1 Visible physical damage which appears to have been caused in transit must be documented, by the Buyer, to the freight provider at time of receipt. We will not be liable for any claim where this has not been documented.
 - 8.3.2 All Goods must be physically checked upon receipt and any material damage, omissions, shortages etc communicated to Us immediately.
- 8.4 Except where Defects result in damage as defined by the Consumer Protection Act 1987 (hereinafter referred to as "The Act") the Customer shall have no right or claim for:
 - 8.4.1 Defects apparent on inspection or
 - 8.4.2 shortages or non-delivery unless:



- 8.4.2.1 a written complaint is sent to the company within 7 business days of delivery specifying the shortage or Defect and a written complaint is sent to the carrier within three days of delivery or such longer period as the carrier's conditions permit.
- 8.4.2.2 the company is given an opportunity to inspect the Goods before any resale or Use is made thereof or any alteration or modifications made thereto by the Customer. If a complaint is not made to the company or the carrier as provided by this condition then the Goods shall be deemed to have been delivered in the correct quantity and free of Defects which would have been apparent on inspection.
- 8.5 We shall not be liable for any claim of a Defect or non-suitability of the material provided where:
- 8.5.1 You complain of a Defect based on Your failure to order the correct material or other such factor that was brought to Your attention on Our Order Acknowledgement.
- 8.5.2 The Defect would have been spotted via proper inspecting upon receipt and You have not notified Us within 7 business days of delivery.
- 8.5.3 The Defect arises due to Your own Use (proper or improper) of the material, wilful damage or negligence.
- 8.5.4 You Use the material after notifying Us of the Defect.
- 8.6 Except where precluded by law, We will have no liability to You for any loss, damage, expenses, loss of profit, business or goodwill, either indirectly or consequentially, arising from any notification that You make to Us. In the event that a notification of Defect is upheld by Us, Our liability to You will be limited to refunding the amount paid by You for the Goods in question.