

STANDARD CONDITIONS FOR SUPPLY OF AIRCRAFT COMPONENTS

1. **Definitions.** "Company" means Technical and Logistics Management Limited (Tech-Log); "Customer" means the originator of an order; "Value" means the manufacturer's list price; "Counterpart(s)" means component(s) being returned by the Customer to the Company as part of an exchange or loan transaction; "Unused" means the counterpart has not been fitted to an aircraft; "Service Provider" means the supplier of goods or services to the Company.
2. **Containers.** Customer shall return Counterparts in ATA300 containers used for delivery. Containers shall be undamaged and any necessary repair or replacement as a result of non conforming containers shall be charged to the Customer.
3. **Delivery/Re-delivery.** Company shall deliver Components to the delivery address advised by the Customer and stated on Customer's purchase order. Customer shall re-deliver Counterparts to the address detailed in Company's return instructions form. Company shall charge a redirection fee (minimum £100) for Counterparts shipped incorrectly.
4. **Exchanges.** Counterpart(s) shall be returned to the Company within 21 days of despatch of component(s) by the Company. For Counterparts not so returned Company shall charge a second exchange fee the same as and additional to the original fee. If Counterpart is not returned within 40 days of despatch standard loan charges per paragraph 11 shall be charged in addition to exchange fees from the 41st day until receipt of Counterparts by Company. All Counterparts shall be returned to the Company in unserviceable condition. Exceptionally and subject to prior written acceptance, Counterparts may be accepted in serviceable condition but will be subject to inspection/test by the Company's nominated repair vendor upon receipt and must be found to be in the same condition and modification standard as the component supplied. Test/inspection charges will be recharged to the Customer. Counterparts not meeting these conditions shall be rejected in accordance with paragraph 5. Counterparts failing test shall be subject to repair without approval from the Customer. A restocking fee of 25% of the exchange fee shall apply for Counterparts returned unused (with written statement of such and all original paperwork). Full exchange fee shall apply if returned in excess of 5 days of order.
5. **Return Conditions:** Counterparts not received by the Company within 60 days of receipt of Component by Customer shall be sold to Customer at Value plus 15%. Any exchange or loan charges still apply. If returned Counterpart cannot within a reasonable timescale and cost be brought up to the same modification standard and condition (fair wear and tear excepted) as Component supplied, Company shall have the right to reject Counterpart and convert the transaction to a loan. Standard loan charges shown below shall be payable by Customer from the date that Customer is notified in writing of such rejection until the return of the Component supplied by Company, or an alternative Counterpart meeting this condition. Exchange fees shall not be credited against the loan charges. Any Component returned serviceable will be subject to test and recharged accordingly.
6. **Loans.** Loans shall be charged from the date of dispatch of the Component by the Company until the date of re-delivery of Counterpart in **serviceable condition** to Company. Counterparts from loans shall be subject to re-certification and, if necessary, repair to return them to the condition at the time supplied, fair wear and tear excepted.
7. **Documentation.** Counterparts shall be accompanied by an ATA106 Materials Certificate detailing the aircraft registration (or MSN) from which the Counterpart was removed and the age, hours run and cycles run for the Counterpart. The ATA106 shall evidence that the Counterpart has either been removed from an aircraft for the first time or has been maintained by JAA/EASA/FAA approved and accepted repair shops. A non incident statement shall be included in block 13A or on company official headed stationery.
8. **Warranty.** Company warrants that parts supplied shall be airworthy and accompanied by appropriate certification. If a component supplied by Company fails within 1,000 flight hours or 4 months of installation or 9 months of delivery to Customer, whichever occurs first, Company's obligation shall be limited to repairing the defect related to previous repair free of charge. Customer shall advise of any 3rd party warranty claims prior to placing order. Without agreement, Company has no obligation to manage such warranty claims.
9. **Charges and Payment.** Charges for exchanges and loans shall be quoted individually. Actual charges will comprise the following as applicable: 1. Exchange or loan fees; 2. Cost of retest, re-certification or repair; 3. Costs of modifying the returned Counterpart to the standard of the Component issued; 4. Cost of transportation, import/export charges, any special packaging or handling requirements. All payments shall be made within 30 days of Company's invoice unless otherwise stated on Company's quotation. Interest on overdue amounts shall be charged at 1.0% per calendar month.
10. **Repair Charges.** Charges for test, re-certification, modification or repair shall be as per the service provider invoice plus a 5% handling fee. Counterparts shall be repaired without reference to Customer provided the cost of repair is less than 70% of the Value. If the cost of repair is likely to exceed 70% of value, Customer shall be advised in writing and be given the option to: 1. proceed with the repair, 2. provide an alternative Counterpart acceptable to Company or 3. pay for the purchase of a replacement part.
11. **Standard Loan Charges.** Standard loan charges shall be; access fee of 5% of Value plus 1.00% of Value for the first 10 days of loan, plus 1.50% of Value for days 11 to 20, plus 2.0% of Value for the remaining days.
12. **Liabilities and Indemnities.** Company shall not be liable to the Customer in contract or in tort for any loss or damage suffered by them in connection with Components supplied by the Company. Customer shall hold harmless and keep the Company indemnified from and against all liability, claims, demands, actions, costs, loss or damages in any way connected with the supply of Components by the Company. Customer shall maintain insurance to the full replacement value of returned Counterparts. In the event of loss or damage Customer shall be liable for the full cost of reinstating Counterparts to a condition equivalent to the part supplied or otherwise for providing a replacement part of equivalent condition.
13. **Title.** Title to Components supplied on sale or exchange shall pass from the Company to the Customer on receipt of full payment of exchange fees and all other costs. Title to Components supplied on loan shall remain with Company.
14. **Risk.** Notwithstanding title, the risk of loss of or damage to Components in the possession of or under the care of, or control of Customer or in transit from or to Customer shall be with Customer and Customer shall pay for the repair or replacement of damaged or lost Components.
15. **Law.** Transactions under these conditions shall be governed by and interpreted in accordance with the laws of England and Wales the parties shall submit to the jurisdiction of the English courts.