



**Rotable Repairs Ltd**  
**Sales & Supply Conditions**

04 July 2018

Revision 2

# SALES AND SUPPLY CONDITIONS

## 1. Definitions

### **“The Supplier “**

In these conditions “The Supplier” means Rotable Repairs Limited.

### **“The Buyer”**

“The Buyer” means the person, or company placing an order on the Supplier relative to the Goods or the Services.

### **“Contract Conditions”**

“Contract Conditions” means the conditions provided in this document.

### **“Buyers Component “**

“Buyers Component” means any aircraft Landing Gear, Brake Unit, Wheel Assembly or any other miscellaneous component or any sub-assembly thereof owned by the Buyer or a third party.

### **“Goods”**

“Goods” means the aircraft landing gear, Brake Unit, Wheel Assembly, any other miscellaneous component or any sub-assembly thereof relating to or owned by the Supplier and to be supplied to the Buyer pursuant to a contract.

### **“Services”**

“Services “means the overhaul and/or repair services to be provided by the Supplier relative to the Buyer’s Component(s) pursuant to a “Contract” means the agreement (incorporating the Contract Conditions) between the Supplier and the Buyer as to the sale of the Goods or the provision of the Services.

### **“Overhauled/Repaired Component”**

“Overhauled/Repaired Component” means the Buyer’s Component having been subjected to the Services.

**“Shipment”**

“Shipment” means the Goods and/or Overhauled/Repaired Component.

**“Regulatory Requirement”**

“Regulatory Requirement” means any requirement of any aviation regulatory authority named in the Special Conditions.

**“Warranty Period “**

“Warranty Period” means the period of 6 or 12 months commencing on the date on which any Shipment is despatched by the Supplier or made available for the Buyer’s collection unless the component has a limited (under 12-month life) once fitted to the aircraft. This is subject to warranty applicability per requested “Services”.

**“VAT”**

Value added tax.

**2. Status & Conditions**

The contract conditions shall override any terms and conditions, unless agreed in writing by the supplier, either proposed, stipulated or referred to by the buyer in writing, in its order form or elsewhere and will be incorporated in any contracts made at any time thereafter. None of the supplier’s employees or their authorised agents are authorised to bring about any agreements with the buyer verbally or over the telephone.

**3. Quotations, Alternatives & Buyers Representations**

Quotations and/or estimates issued by the supplier do not constitute an offer to sell the goods and/or services and expire upon exceeding a thirty (30) day period. Following a thirty-day period a new quote will be provided at the request of the ‘buyer’ and may require revision to reflect changes to price, stock availability, lead-times and any other applicable changes in the market.

No alteration to the contract conditions will be binding unless agreed in writing by authorised persons of both parties. Any representation made by the buyer prior to the contract relating to the intended destination of the goods shall be repeated in the contract.

#### **4. Delivery and Temporary Use or loan of Aircraft Components**

(a) If a delivery period is required and specified in the contract Conditions, the said period shall run from one or more of the following:

- The date the supplier received the buyer's component and/or part, and, where appropriate, any drawings, tooling and/or any other equipment required to enable performance of the services to proceed without any interruption
- The date the contract starts and the date the Supplier accepts in writings any alteration to the contract and/or a quotation. The period specified (if any) shall be taken as an estimate made by the supplier and the supplier shall and will not be liable for any loss and/or damage sustained by the buyer as a result of any reasonable delay in delivery. Where the supplier is found liable under this condition its liability shall and will not in any circumstance exceed the contract price of the goods and/or services, the delivery of which has been delayed.

(b) Delivery of the and/or part shipment will be made by the buyer, collecting it at the supplier's place of despatch at any time after the supplier had notified the buyer that it is ready for collections, unless some other place is stipulated in the contract conditions for delivery, then the supplier shall either deliver the shipment to that place itself or release it, marked with that place as its destination, to the custody of an independent carrier. Section 32 of the 1979 Sale of Goods Act shall apply.

(c) If at any time a delivery is to be made there are circumstances which entitle the supplier to terminate the contract under condition 17, or any payment is due and/or overdue by the buyer to the supplier on any account whatsoever or the buyer refuses to take delivery, then the supplier may withhold delivery of this or any other shipment, store the shipment at the buyer's risk and, where any payment in remains unpaid or where the buyer continues to refuse delivery for a further 42 days, the supplier may proceed to strip that component down so as to recover its own component parts which have been fitted to the buyers component in the course of performing the overhaul/repair and take those component parts back into its own stocks.

(d) The delivery of a larger or fewer quantity of goods than the quantity ordered, of other goods not ordered, or of goods only some of which are defective, shall not entitle the buyer to reject any goods that were ordered and are not defective. Where a larger or fewer quantity of goods than the quantity ordered is delivered, the buyer must notify the supplier of such an excess or short fall within 7 days of receipt of the covering delivery note. If such a notification is not given, the supplier is not to be obliged to recover the excess or make good the shortfall.

(e) Each shipment shall be accompanied by a delivery note, in the case of overhauled or repaired components, with an additional release tag and a relevant log card for "shelf lifed" items, and where requested by the buyer, the supplier's strip down report of the buyer's component in question, during the performance of the services.

(f) Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the supplier to deliver any one or more of the instalments in accordance with the contract conditions shall not entitle the buyer to reject the contract as a whole.

(g) Subject to a separate contract and availability of the appropriate component, the supplier shall at the buyer's request allow the buyer to use a component on a rental or loan basis pending completion of the services on terms that:-

- Other than when the component is in the supplier's possession it is at the buyer's risk
- Fair wear and tear is excepted the buyer and the buyer shall bear the cost of any deterioration in the condition or wear of that component whilst it is at the buyer's risk
- That component is not subjected whilst at the buyer's risk to any storage, handling charges or abnormal use in accordance with the supplier's instruction;
- The buyer at its own cost returns that component to the supplier as soon as practicable after the supplier notifies the buyer that the return of the unit is required.

## **5. Goods in Transit**

Unless express provision to the contrary is made in the contract conditions, the method and cost of transport of the shipment shall be at the sole discretion of the buyer.

Where conditions 4 (b) and 6 (a) operate such that the shipment remains at the supplier's risk during transit, no claim for loss of or damage to the shipment while in transit will be born by the supplier unless the buyer specifically requested the shipment to be insured at the buyers cost, in the event of a claim the same be communicated in writing to both the supplier and any relevant carrier within 3 days of the date of the buyer's receipt of the relevant despatch note and shipment.

Where such claim is made within that time and accepted by the supplier, its liability shall not exceed the contract price of the shipment lost or damaged as stated in the contract.

## **6. Property and Risk**

(a) Risk of damage or loss to the shipment shall pass to the buyer on despatch from the supplier, as fixed by Condition 4 (b), unless the sale is to an overseas buyer in which event the passing of risk shall be determined by the nature of the contract as specified in the contract conditions (with reference to the current edition of INCOTERMS).

(b) All parts are at the risk of the buyer from delivery Ex Works the supplier. If the buyer loses or damages supplier owned material whilst in its care, custody or control it shall be responsible for either the cost of the repair (if the unit is not beyond economic repair) or shall pay the replacement value as defined in the exchange order.

(c) Until the supplier has been paid in full for the goods/services and for any other goods/services the subject of a contract of sale between the supplier and the buyer, the supplier shall retain full legal and beneficial ownership of the goods and/or the component parts fitted to the buyer's component.

(d) All payments for goods and services shall become immediately due, and payable on the happening of any event, act or proceeding which, in the supplier's opinion, calls the buyer's solvency into question, including the occurrence of any of the events, acts or proceedings described in Condition 17.

(e) Unserviceable standard consumables removed from customer property during inspection will be disposed of immediately after the job is certified unless;

- (a) The materials have been requested in writing to be returned by customer.
- (b) Subject to an ongoing investigation or Warranty Claim.

Once the buyer has been supplied a quotation any remaining unserviceable material left at the suppliers facility for more than 90 days without prior notification and for which no pre-existing agreement exists will be treated as abandoned. Additionally;

- The supplier may remove abandoned customer property to an alternative storage facility.
- The supplier may also sell abandoned materials by auction. Proceeds of the sale will be used to pay outstanding storage charges owed to the supplier, the cost of storage facilities, handling and the expenses of sale. Any remaining proceeds will be held for the owner.
- The supplier will require proof of ownership before paying any remaining proceeds over to the owner. If, after making reasonable efforts to contact the owner, the supplier has not received any valid claim to the remaining proceeds within 12 months of the sale, then the supplier may retain them.

## **7. Prices and VAT**

(a) The price shall be fixed by the agreement of a quote by both parties but shall cease to be binding on the supplier should:-

- Alterations to the contract be requested by the buyer
- Any delay in performance of the services be caused by the buyer's failure to provide any applicable instructions, information, tooling or other equipment promptly
- The need for the replacement of a major part of the buyer's component be discovered by the supplier in the course of the services. All prices quoted are exclusive of VAT and any other duties or taxes levied on the supplier in the buyer's country for which the buyer shall be in addition liable.

(b) If on the occurrence of any of the events set out in condition 7(a) a revised price cannot be agreed, the supplier shall be relieved of any further services under the contract unless the buyer requires the scrapping of any of the buyer's component(s) then in the suppliers' possession and the buyer shall pay the supplier for that part of the contract already performed on a recover costs basis.

## **8. Payment**

(a) Payment for the goods and/or the Services shall be made in pounds sterling or if agreed by the supplier in US Dollars to the supplier no later than the thirtieth day following the date of the relevant invoice unless the contract conditions provide otherwise.

(b) Method of payment shall be at the buyer's discretion.

(c) If the buyer fails to make any payment by the due date then the supplier shall be entitled to suspend any further deliveries or work under that or any other contract between them, appropriate any payment made by the Buyer to such of the goods and/or services (or the goods or services supplied under any other contract between the buyer and the supplier) as the supplier may think fit (notwithstanding and supposed appropriation by the buyer), and hold the buyer's component and any other property of the buyer then in its possession, until payment is made in full.

(d) Payments shall be applied to invoices in the order in which they were issued.

(e) A payment made by the buyer (whether reporting to be in full and final satisfaction or not) of a lesser sum than that invoiced by the supplier shall always be treated as a payment on account of the sum demanded.

## **9. Exclusion of Deductions etc**

The buyer shall not be entitled to make any deduction or withhold any sum from any payment from time to time due from it under a contract whether by way of set-off, counter claim or otherwise.

## **10. Warranties**

The 'Supplier' warrants to its customer ('The Buyer') that from the date of certification, all equipment serviced by the seller will be free from defects in material and workmanship and under recommended use and service will conform to the requirements for which the equipment was intended.

For more information or to request a full version of Rotable Repair Ltd's Standard Warranty Terms please contact [quality@rotablerepairs.com](mailto:quality@rotablerepairs.com) and request Form No : RRL 114.

## **11. Technical Advice**

If the supplier at the request of the buyer gives technical or operational advice in regarding the goods services, the supplier shall not make any representation regarding nor incur any liability whether in contract, tort, negligence, under statute or otherwise for that advice neither the use to which it is put.

## **12. Patents etc**

The goods/services do not to the supplier's knowledge violate any UK or foreign patent or other industrial property right but the supplier gives no contractual and/or undertaking in that regard and shall not be liable to the buyer in any circumstances whatsoever for the infringement of any such rights.

## **13. Indemnity to Supplier**

The buyer shall protect the supplier in respect of all damage injury or loss arising directly or indirectly from the negligence of the buyer and his servants, contractors or agents of from the use by the supplier of the buyer's component or any design, drawing, data, specifications, tooling, mould or other equipment provided by the buyer or by any breach by the buyer of either its obligations to the supplier hereunder or of any patent, design or other industrial property right of a third party.

## **14. Free issue and Embodiment Loan**

The buyer's parts and any other article provided by the buyer to the supplier for the purposes of any contract shall;-

(a) be warranted by the buyer (except buyer's component) as being free from defects in material and workmanship, be accompanied by an authorised release certificate or certificate of conformity, a packing list and be fit for its purpose

(b) be and remain the property of the buyer and shall be clearly marked by the buyer as such (ie accompanied by a serviceable/ident label)

(c) be and remain at the buyer's risk until at the supplier's premises and the supplier signing an appropriate delivery note.

## **15. Cancellation**

The contract may be cancelled by the buyer with the supplier's written consent on the express condition that the buyer shall pay to the supplier the costs incurred up to the date of cancellation the supplier's costs to date on that contract.

## **16. Force Majeure**

(a) If either party is affected by any circumstances beyond its reasonable control which shall include but not be limited to any act of God, fire, flood, earthquake, explosion, tempest, riot, civil commotion, strike, lock out or other industrial action (but only at the supplier's premises) then it shall notify the other party of the nature and extent of the circumstance in question.

(b) Notwithstanding any other provision of the contract conditions neither party shall be deemed to be in breach of the contract or otherwise be liable to the other for any delay in performance or non-performance or any of its obligations under the contract to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party and the time for performance of that obligation shall be extended by that number of days for which the force majeure prevails.

(c) If either party claims force majeure and is relieved under conditions 16(b) above from performing any of its obligations for a continuous period in excess of 180 days or for an aggregate period of 180 days in any period of 365 consecutive days then the other party may notwithstanding any other provision of the contract conditions terminate the contract by giving to the party which has claimed force majeure not less than 21 days written notice.

(d) In the event of termination by either party under condition 16(c) above the supplier shall be entitled to invoice the buyer for all costs (including the cost of all labour and materials used) and expenses incurred up to the date of termination.

## **17. Termination**

Without prejudice to any other right of termination granted to the supplier hereunder the supplier shall be entitled to terminate the contract and any other contracts between the supplier and the buyer if the supplier reasonably doubts the financial stability of the buyer.

## **18. General**

(a) Any notice required by the contract conditions shall be properly given in writing and delivered to the registered office of the recipient, being a company, or, otherwise, to its address set out on the relevant order and delivery shall be considered to occur at the time of delivery if effected by hand, 24 hours after being posted properly first class stamped and addressed, and on receipt of an official Facsimile.

(b) The contract shall be governed by the laws of England.

## **WARNING**

A buyer may incur liability should it mislead the supplier as to the use of which the goods are to be put or the intended destination of the shipment or any other material particular relative to the goods or services.