

**Conditions of Sale for transactions with RGS Technical and Engineering Services Limited. AirMan UK is a division of RGS Technical and Engineering Services Limited.**

1. Definitions
  - 1.1. In these conditions unless the context requires otherwise
    - 1.1.1. Buyer - means the person who buys or agrees to buy the goods from the Seller
    - 1.1.2. Conditions – means the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing with the Seller
    - 1.1.3. Delivery Date – means the date specified by the Seller when the goods are to be delivered
    - 1.1.4. Goods – means the articles which the buyer agrees to buy from the Seller
    - 1.1.5. Price – means the price for the Goods excluding carriage, Packing , insurance and VAT
    - 1.1.6. Seller means RGS Technical and Engineering Services Limited, RGS Technical Service and AirMan UK. Registered in England and Wales 8452699. Trading Address 28 Huxley Close, Park Farm Industrial Estate, Wellingborough, Northamptonshire, NN8 6AB
2. Conditions Applicable
  - 2.1. These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or other similar document
  - 2.2. All orders for goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions
  - 2.3. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyers acceptance of these Conditions
  - 2.4. Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller
3. Price and payment
  - 3.1. The Price shall be [quoted price] or [the price set out overleaf]. The Price is exclusive of VAT which shall be due at the rate shown on the Seller's invoice.
  - 3.2. Payment of the price and VAT shall be due within 30 days of the date of the invoice.
4. The Goods
  - 4.1. The quantity and description of the Goods shall be as set out [in the Seller's quotation] or [on the invoice overleaf]
5. Warranty and Liability
  - 5.1. The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller
  - 5.2. All other warranties conditions or terms relating to fitness for purpose, quality or condition of the Goods whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law
6. Delivery of the Goods
  - 6.1. Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
  - 6.2. Delivery of goods for stocked items are despatched for next working day delivery on orders received before 3pm. All orders following this time will revert to the next working days despatch. A delivery time for all items not held in stock will be provided to the customer at the point of order.
7. Acceptance of the Goods
  - 7.1. The Buyer shall be deemed to have accepted the Goods immediately after delivery to the Buyer
  - 7.2. After acceptance the Buyer shall not be entitled to reject the Goods which are not in accordance with the contract

- 7.3. The Buyer must notify the Seller any loss or damage to the Goods within 2 days of receipt and the Goods shall be held for inspection to enable a claim to be made to the carrier. The Buyer shall immediately notify the Seller if the Goods are not received by the Delivery Date
- 7.4. No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller on terms to be determined in the absolute discretion of the Seller
- 7.5. If the Seller does accept any such Goods for return the Buyer shall be liable to pay a handling charge of [10%] of the invoice paid. Such Goods must be returned to the Seller at the cost of the Buyer in the original packaging.
- 7.6. Goods returned without the express written agreement of the Seller may at the Seller's discretion be returned to the Buyer at the buyer's cost or stored at the Buyer's cost without prejudice to any other remedies that the Seller may have
8. Title and Risk
  - 8.1. The Seller retains ownership of the Goods delivered as against the Buyer until the full purchase price has been paid
  - 8.2. Risk in the Goods shall pass to the Buyer from the date of delivery of the Goods
  - 8.3. Following delivery any Goods shall remain the sole and absolute property of the Seller until all debts owed by the Buyer to the Seller (whether pre-paid or otherwise) are settled
  - 8.4. The Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession (including all goods that the Buyer may have paid for) for the unpaid price of all goods sold to the Buyer by the Seller under this or any other contract
9. Remedies of the Buyer
  - 9.1. Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure of the Seller to supply the goods which conform to the contract of sale
  - 9.2. Where the Buyer accepts or has been deemed to have accepted any goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods
  - 9.3. The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods
10. Exclusion of Liability
  - 10.1. The Seller shall be under no liability to the Buyer for any indirect loss or expense (including loss of profit) suffered by the Buyer arising out of a breach of contract by the Seller
  - 10.2. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages and under no circumstances shall the liability of the Seller exceed the Price of the Goods
  - 10.3. In the event that the buyer declines to accept the Goods in breach of this contract the Buyer shall pay to the Seller as and by way of agreed liquidated damages an amount equal to the price of the Goods less the net proceeds received by the Seller on reselling the Goods after deducting the costs and expenses of the sale
11. Insolvency or default of the Buyer
  - 11.1. If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's Goods or if the Buyer offers to make any arrangement with its creditors or if any bankruptcy petition is presented against the Buyer or the Buyer is unable to pay for its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for purposes or of amalgamation and reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or part of any of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings

under foreign law all sums outstanding to the Seller in respect of Goods shall become payable immediately. The Seller in its discretion and without prejudice to any other rights it may have:

11.1.1. Suspend all future deliveries of goods to the Buyer and or terminate the contract without liability on its part

11.1.2. Exercise any of its rights under clause 8 above

## 12. Set-off

12.1. The Buyer may not withhold payment of any invoice or other amounts due to the Seller by reason of any right of set off or counter claim which the Buyer may have or allege to have for any reason

## 13. General Provisions

13.1. The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this contract and a person who is not a party to this contract shall have no rights under this Act to enforce any term of the contract.

13.2. All headings are for information only and shall not affect the meaning of this contract

13.3. Any provision in this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract

13.4. No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future

13.5. Neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule regulation, direction or other circumstance beyond the reasonable control of either party ("Force Majeure Event"). Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances of such event.

13.6. The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

13.7. This contract is subject to the law of England and Wales.