Aerofloor LTD
SPECIALIST SUPPLIER OF AIRCRAFT INTERIOR SOFT FURNISHINGS

TERMS & CONDITIONS

FOR SALE OF GOODS FROM AEROFLOOR LTD TO BUYER

1. Definitions

Seller means Aerofloor Ltd of Unit M, Global Park, Moorside, Colchester, CO1 2TJ, UK.

Buyer the person who buys or agrees to buy the goods from the Seller.

Conditions the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

Goods the items which the Buyer agrees to buy from the Seller as set out in the Schedule.

Price the price for the Goods, excluding VAT and any carriage, packaging, and insurance costs.

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 The seller will not accept cancellation or amendment of orders once supply has been contracted or production has been initiated or stock cut. If cancellation or amendment does prove possible then all costs incurred up to and resulting from the cancellation will be for the buyer's account. Unless such arrangements are confirmed promptly in writing by both parties cancellation will not be deemed to have been established and the order will be executed.

3. Price

3.1 The Price shall be the price quoted on the Seller's formal serial numbered quotation or as confirmed in writing.

4. Payment

4.1 For account customers payment shall be due within 30 days of the date of the Seller's invoice.

4.2 If payment is not received within the 30 days, it will be classed as overdue and further supplies may be withheld pending full settlement.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

4.4 Customers that are on pro forma terms will be required to pay in advance of the order being processed against a serial numbered pro forma invoice.

4.5 All pro formas settled via PayPal will incur a transaction fee.

4.6 All goods being delivered within the UK will be subjected to VAT.

4.7 All invoices and pro formas being paid from a bank outside of the UK will have an International Payment Fee of £20.00 applied. It is the buyers responsibility to ensure that the seller receives the sum invoiced in full without the deduction of bank charges and/or commissions.

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5. Goods

5.1 The Goods are described within the quotation and customer order.

5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. Fitness for Use

6.1 It is the buyers responsibility to establish prior to purchase the suitable of goods for their intended use.

7. Delivery of the Goods

7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods **10 working days after delivery** to the Buyer unless a valid rejection notice is issued in accordance with Clause 8.2.

8.2 The Buyer shall carry out a **thorough inspection of the Goods within 10 working days** of delivery and notify the Seller in writing of any visible defects, damage, or non-conformance to specification. Any such notice must be accompanied by supporting evidence. Where applicable, the Buyer must return the Goods to the Seller at the Buyer's cost unless otherwise agreed. Returns must be authorised in writing prior to despatch. Goods returned without prior written agreement will be rejected upon arrival.

8.3 Where the Buyer has accepted, or is deemed to have accepted, the Goods, the Buyer shall not be entitled to reject them thereafter on grounds of visible or reasonably discoverable defects.

8A. Warranty for Manufacturing Defects

8A.1 The Seller warrants that the Goods shall be free from material manufacturing defects and shall conform in all material respects to the agreed specification for a period of 30 calendar days from the date of delivery ("Warranty Period").

8A.2 During the Warranty Period, if the Buyer discovers a latent* manufacturing defect not detectable at the time of delivery, the Buyer must notify the Seller in writing as soon as reasonably practicable. The Seller shall, at its sole discretion:

- Repair the defective Goods,
- Replace the defective Goods, or
- Refund the purchase price of the defective Goods.

**A latent defect is defined as a manufacturing fault that could not reasonably have been discovered during the initial inspection period under Clause 8.2*

8A.3 The Buyer must obtain the Seller's written authorisation prior to returning any Goods under warranty. The Buyer shall bear the cost of returning the Goods, unless otherwise agreed in writing.

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8A.4 This warranty does not apply to defects arising from:

- Improper installation, misuse, or neglect by the Buyer;
- Modification or alteration of the Goods without the Seller's written consent;
- Ordinary wear and tear, or external damage post-delivery;
- Use contrary to specifications or regulatory guidelines.

8A.5 This warranty is in addition to the Buyer's statutory rights (where applicable) but shall not override any exclusions or limitations provided under Clause 13. This warranty applies to both domestic and international Buyers, but all returns must be coordinated with the Seller in advance due to potential customs and regulatory restrictions.

9. Title and risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage of Goods

10.1 Carriage will be chargeable on all sales under and will be detailed on the customer quotation or confirmed in writing.

10.2 All expediting costs, where available, are for the buyers account unless alternative terms are agreed in writing.

10.3 Unless otherwise agreed in writing, all international deliveries will be traded on EX WORKS terms only.

11. Release Paperwork

11.1 All certifiable goods will be released with an Aerofloor Vertical Burn Test Report & Certificate of Conformity to the relevant specification.

11.2 Goods not confirming to an established aviation criteria will be clearly documented as such and will be accompanied by a Certificate of Conformity providing traceability only.

12. Passing on information

12.1 In order to fulfil the terms of this contract the seller may be required to pass on details of the buyer to freight forwarders and local customs.

13. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

13.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 13.1.2 fraud or fraudulent misrepresentation;

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- 13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 13.1.4 defective products under the Consumer Protection Act 1987;
- 13.1.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

13.2 Subject to Clause 13.1:

- 13.2.1 The Seller shall not be liable for any **indirect, incidental, special, or consequential loss**, including but not limited to loss of profit, business, or goodwill arising under or in connection with the Contract;
- 13.2.2 The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed **100% of the price of the Goods**.

13.3 Except as expressly stated in Clause 8A (Warranty for Manufacturing Defects), and to the fullest extent permitted by law:

- 13.3.1 The Seller **excludes all other warranties, conditions, or terms**, whether express or implied, including those implied by sections 13 to 15 of the Sale of Goods Act 1979;
- 13.3.2 The Seller shall have **no liability for any defect** arising from wear and tear, improper storage, misuse, modification, or failure to follow the Seller's instructions.

13.4 The remedies set out in Clause 8A shall be the **exclusive remedies available to the Buyer** for manufacturing defects during the Warranty Period.

13.5 This Clause 13 shall survive termination or expiry of the Contract.

14. Notices/Communications

14.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

14.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by ore-mail, one Business Day after transmission.

14.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15. Entire Agreement

15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. Force Majeure

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16.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

16.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

16.2.1 Strikes, lockouts or other industrial action;

16.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

16.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;

16.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

16.2.5 Political interference with the normal operations.

17. Survival of Causes of Action

17.1 The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

18. Severability

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

19. Waiver

19.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Variation

20.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

20.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

21. Law and Jurisdiction

21.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

22. Changes to Terms & Conditions

22.1 Terms and Conditions are subject to change without notice. The latest version will always be available on our website by visiting our company polices page: www.aerofloor.com/policies

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