

## CAV Ice Protection Ltd

- Terms and Conditions of Sale
1. Interpretation
    - 1.1 In these Conditions:
 

Buyer	the person, firm or company who purchases the Goods from the Company;
Company	CAV Ice Protection Limited (registered in England & Wales under number 6714461);
Conditions Contract	the terms and conditions set out below; the Order and the Company's acceptance of the Order, subject to these Conditions;
Goods	the goods (including any instalments or parts) which the Company is to supply;
Order	the Buyer's written instructions to supply the Goods, incorporating these Conditions
  2. Basis of the Sale
    - 2.1 The Company shall sell and the Buyer shall buy the Goods subject to these Conditions, which supersede any other terms and which govern the Contract to the exclusion of any terms and conditions which the Buyer purports to apply or which are implied by trade, custom or course of dealing.
    - 2.2 No terms or conditions endorsed upon delivered with or contained in the Order or other document will form part of the Contract simply as a result of such document being delivered to the Company or referred to in the Contract and Company expressly rejects any and all additional, conflicting, or otherwise referenced terms and conditions whether included in an Order or referenced in any other manner.
    - 2.3 Any variation to these Conditions is of no effect unless agreed in writing by an authorized representative of the Company;
    - 2.4 These Conditions and the Contract constitute the entire agreement between Buyer and Company for the supply of the Goods.
    - 2.5 The Company's employees or agents are not authorized to make any representation concerning the Goods unless confirmed by the Company in writing, and the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently)
    - 2.6 Any advice or recommendation given by the Company or its employees or agents to the Buyer as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk
  3. Quotations, Orders and Specifications
    - 3.1 A quotation by the Company is not an offer. Unless otherwise agreed in writing by the Company, quotations are valid for 30 days only and subject to withdrawal or revision at any time before acceptance of the Order by the Company.
    - 3.2 Each Order for Goods by the Buyer is an offer by the Buyer to purchase the Goods subject to these Conditions.
    - 3.3 No Order submitted by the Buyer is accepted by the Company until the Company confirms its written acceptance or (if earlier) the Company delivers the Goods to the Buyer.
    - 3.4 The Buyer must ensure that the terms of any Order (including any specification) are complete and accurate and that it gives to the Company any necessary information relating to the Goods within a sufficient time to enable the Company duly to perform the Contract.
    - 3.5 Where the Goods are manufactured or where standard goods of the Company are altered in order to become the Goods in either case in accordance with information, drawings or instructions supplied by the Buyer:
      - 3.5.1 no guarantee or warranty is given by the Company as to the practicability, efficiency, safety or otherwise of the Goods;
      - 3.5.2 the Buyer shall indemnify the Company against all liability incurred by the Company as a result of:
        - 3.5.2.1 the Goods infringing any intellectual property right (including patents, unregistered or registered design rights and copyright) or any statutory provision;
        - 3.5.2.2 any impracticability, inefficiency, lack of safety or defect in the Goods where any of these is due wholly or partly to faults or omissions in any such information, drawings or instructions; and
      - 3.5.3 all work (including design drawings) and any idea, invention or improvement made by or on behalf of the Company pursuant to the Buyer's commission and all Intellectual property rights therein (including any design right in a design created by the Company) belong to the Company.
  - 3.6 The Company reserves the right to make any changes in the specification of the Goods which are required for the Goods to conform to any applicable safety or other statutory or EU requirements or which do not materially affect their quality or performance.
4. Description
  - 4.1 All descriptions, samples and illustrations issued by the Company are intended merely to present a general idea of the Goods described and do not form part of the Contract.
  - 4.2 Whilst every effort will be made to supply the Goods in accordance with the quality of samples submitted or quoted for, this cannot be guaranteed and no condition or warranty to this effect shall be implied.
5. Cancellation and Delay
  - 5.1 No Order may be cancelled or delivery delayed by the Buyer except with the Company's written agreement and on terms that the Buyer shall indemnify the Company against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation. The Company reserves the right to defer the date of delivery or performance, to cancel or reduce the volume of Goods ordered without liability to the Buyer if it is prevented from or delayed in carrying on its business by any cause beyond the Company's reasonable control. In such circumstances, the Buyer may also give written notice to cancel the Contract if the cause in question continues for a continuous period in excess of 180 days but in any event shall remain liable to pay for Goods delivered or supplied prior to such cancellation by the Company or the Buyer.
6. Price
  - 6.1 The price of the Goods is the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of delivery or supply. Where the Goods are supplied for export from the United Kingdom. The Company's published export price list applies. The Company reserves the right at any time before delivery or performance to amend the price of the Goods to take into account any variation in cost to the Company.
  - 6.2 Any price quoted by the Company for the Goods is exclusive of the cost of delivery to the Buyer (including transport, packaging, insurance and any taxes, duties or surcharges).
  - 6.3 The price is exclusive of any applicable VAT.
7. Payment
  - 7.1 Payment of the price for the Goods is due 30 days after date of Invoice/ date of delivery or deemed delivery.
  - 7.2 For the purposes of these Conditions, payment is received when the Company receives it in cleared funds.
  - 7.3 Where a credit limit in favour of the Buyer cannot be agreed by the Company the Company may agree to an alternative method of payment or require guarantees from the Buyer. If required by the Company, the Buyer will establish and maintain in favour of the Company an irrevocable letter of credit which shall:
    - 7.3.1 be in English;
    - 7.3.2 be confirmed by a UK clearing bank;
    - 7.3.3 be payable on drafts drawn at sight upon presentation to the bank by the Company of a certified copy of the Company's invoice;
    - 7.3.4 be established at least 30 days prior to anticipated shipment date;
    - 7.3.5 cover the full price of the Goods (including applicable taxes); and
    - 7.3.6 be transferable
- All bank charges and other expenses in relation to the letter of credit shall be paid by the Buyer.
- 7.4 Payment by the Buyer shall be made without any deduction or set off.
- 7.5 The Company reserves the right to claim interest and statutory debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 Despite any provision allowing credit, payment is due and payable to the Company immediately upon cancellation or termination of the Contract.
- 7.7 If the Buyer fails to make any payment on the due date then the whole price of all goods or services bought or agreed to be bought by the Buyer shall be immediately due and payable without demand and the Company may:
  - 7.7.1 cancel the Contract or suspend deliveries or performance to the Buyer; and/or
  - 7.7.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as the Company thinks fit.
- 7.8 The Company is entitled to set off sums owed by the Company to the Buyer against sums owed by the Buyer to the Company
8. Delivery
  - 8.1 The Company shall use its reasonable endeavours to deliver the Goods by the time set forth on the applicable Order or such other time as the Company may confirm to the Buyer but schedules are not guaranteed.
  - 8.2 In the event the Company is unable to deliver the Goods in accordance with the Order, then subject to condition 5.2, the Buyer shall have the option to either:
    - 8.2.1 terminate the applicable Order, whereupon the Company shall have no further obligation to the Buyer; or
    - 8.2.2 accept postponement of the delivery until such time as the Company reasonably can complete the delivery of the Goods.
- 8.3 In no event shall the Company be liable to the Buyer for any delay or impact costs or damages.
- 8.4 The Company shall deliver the Goods to the Buyer at the location, set out in the applicable Order.
- 8.5 No claim for damage or shortages will be considered unless the Company is given written notice within seven days of delivery. If no such notice is received by the Company, the Buyer is deemed to have accepted the Goods.
- 8.6 No claim for non-delivery will be considered unless the Company is given written notice within seven days of the date when the Goods would in the ordinary course of events have been received.
- 8.7 Where Goods are delivered to the Buyer by courier, any claim for damaged, shortages or non-delivery must also be notified to the carrier by the Buyer in the manner and within the appropriate time limits prescribed by the carrier's terms and conditions.
- 8.8 Where the Goods are to be delivered in instalments, each delivery shall be a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.
9. Risk and Title
  - 9.1 The risk in the Goods shall remain with the Company until delivery in accordance with Clause 8. Title to the Goods shall remain with the Company until:
    - 9.1.1 their full price has been received by the Company; and
    - 9.1.2 all other sums which are or which become due from the Buyer on any account with the Company have been received by the Company
10. Intellectual Property Rights
  - 10.1 All intellectual property relating to the Goods in the form of any copyright, trademarks, patents, designs, know-how, information or data in the Goods and/or the specification for the Goods used by the Company in manufacturing and supplying the Goods shall at all times remain the exclusive property of the Company. The Company licenses all such rights to the Buyer free of charge and on a non-exclusive worldwide basis only to the extent necessary to enable the Buyer to make reasonable use of the Goods and, where agreed between the parties, to supply them for onward sale to third parties but no further. In particular, the Buyer shall make no attempt to reverse engineer or create derivative products based on the Goods or any part thereof without the prior written consent of the Company.
11. Quality Procedures, Warranty and Defects
  - 11.1 Subject to the remaining provisions of this Condition 11, the Company warrants and undertakes (where appropriate) that:
    - 11.1.1 it will supply the Goods in accordance with the quality requirements of its MOD registration, CAA approval and/or CAV approval (where applicable);
    - 11.1.2 it will supply the Goods in satisfaction of the requirements of an MOD contract and subject to quality assurance activity at the Company's works by the MOD QAR who will advise the Company accordingly;
    - 11.1.3 the Goods shall satisfy the requirements of Del Stan 05.6(part 3) and a certificate of conformity shall be provided where applicable;
    - 11.1.4 the Goods shall be manufactured, inspected and tested in accordance with schedules used for equipment as supplied to the British Government;
  - 11.2 Prior to proceeding with the Order, the Company shall first perform a first article inspection/test to determine 100% compliance with the formally established drawings, specifications and purchase order requirements. The Company shall document the qualitative results of this first inspection on a suitable form identified as a "first article inspection/test report" and furnish one copy of this report to the Buyer with the first shipment item. The Company shall notify the Buyer's quality department 72 hours in advance of the start of the inspection. The Buyer's quality manager may elect to have

- one of its representatives participate in the first article inspection/test and verify results at the Company's facility. Further production/shipment shall not proceed without the Buyer's acceptance of the first article inspection/test.
- 11.3 Inspection of the Goods by the Buyer is required prior to shipment.
- 11.4 Inspection for all characteristics shall be performed 100% by the Company on each component within every consignment.
- 11.5 Inspection for all characteristics of the Goods shall be performed in accordance with 856001 sampling procedures and tables for inspection by attributes, general inspection level 11, single sampling, A.Q.L.
- 11.6 The Company shall notify the Buyer of any non-conforming Goods action and results taken during the manufacture to order. Application for acceptance of non-conforming Goods shall be made to the Buyer's quality manager who will instigate concession action if deemed appropriate.
- 11.7 The Goods shall be manufactured to the requirements of the Company's 1509001 or 9002 registration, and accompanied by a certificate of conformity which bears the Company's registration number.
- 11.8 The Buyer's representatives and the representatives of any other organisation on the authority of the Buyer shall be allowed to visit the Company's premises, subject to security and confidentiality considerations, and those of its permitted contractors and shall be afforded all necessary facilities at any reasonable times on reasonable notice to check the progress or quality of the work on the Goods.
- 11.9 Where specifications are stated on the Order, the latest issue for that particular specification shall be applied, unless otherwise agreed.
- 11.10 Subject to the remaining provisions of this Condition 11, the Company warrants that:
- 11.10.1 the Goods correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of initial use or 6 months from the date of delivery, whichever is the first to expire; and
- 11.10.2 at the time of delivery, the Goods comply with all relevant legislation, practices and procedures agreed for them by the Company.
- 11.11 The Company shall not be liable under this warranty (or any other warranty, condition or guarantee) if:
- 11.11.1 the total price for the Goods has not been paid by the due date for payment; or
- 11.11.2 any defect in the Goods arises from any Information, drawing or specification 15. supplied by the Buyer; or
- 11.11.3 any defect arises from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or written) or maintenance requirements, misuse or alteration or repair of the Goods without the Company's prior approval; or
- 11.11.4 the Goods have been improperly installed or connected (unless the Company carried out the installation and connection).
- 11.12 This warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be engaged to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company and which the Company is entitled to and able to assign to the Buyer.
- 11.13 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must (whether or not delivery is refused by the Buyer) be notified to the Company and the Company's carriers within seven days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure.
- 11.14 In no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject them.
- 11.15 If the Buyer does not notify claims in accordance with Condition 11.4 then:
- 11.15.1 the Buyer shall not be entitled to reject the Goods; and
- 11.15.2 the Company shall have no liability for such defect or failure; and
- 11.15.3 the Buyer shall be bound to pay the full price for the Goods.
- 11.16 In the event the Buyer has a valid claim which has been notified to the Company pursuant to Condition 11.4, the Company shall be entitled to repair or replace the Goods (or the part or element in question) free of charge or, at the Company's option, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.
- 12 Limitation of Liability
- 12.1 Subject to Conditions 12.2 and 12.3, the following sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Buyer in respect of any breach of these Conditions and any representation, statement or act or omission (including negligence) arising under or in connection with the Contract and in respect of any contemplated performance or lack of performance.
- 12.2 ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE, COMMON LAW, AND TRADE USAGE OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, COURSE OF PERFORMANCE, TRADE OR USAGE, but this exclusion does not apply to:
- 12.2.1 any Implied condition that the Company has or will have the right to sell the Goods when the property is to pass; or
- 12.2.2 where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Conditions Act 1977, any Implied term relating to the conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.
- 12.3 Nothing in these Conditions excludes or limits the Company's liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation, nor for any liability which cannot by law be limited or excluded.
- 12.4 Subject to Conditions 12.2 and 12.3:
- 12.4.1 the Company shall not be liable to the Buyer for any loss of profit, loss of production, financial loss, depletion of goodwill or any indirect, consequential, special loss, damage, costs or expenses whatsoever which arise out of or in connection with the Contract; and subject to Condition 12.4.1, the Company's total liability arising under, or in connection with, these Conditions, whether in tort (including negligence or breach of statutory duty), misrepresentation, restitution, for breach of contract or otherwise, shall in no event exceed the purchase price of the Goods giving rise to the claim paid for by the Buyer under this Agreement.
13. Indemnity
- 13.1 The Buyer agrees to indemnify the Company against any damages, losses, costs, claims or expenses incurred by the Company towards a third party arising out of or in connection with the Goods supplied by the Company or their operation or use save where such loss or damage arises by reason of the negligence of the Company.
14. Termination
- 14.1 The Contract shall terminate immediately upon written notice of termination by the Company to the Buyer upon the happening of any one or more of the following:
- 14.1.1 the Buyer is dissolved or has a bankruptcy order made against him or makes an arrangement or composition with his creditors or (being a body corporate) convenes a meeting of creditors or enters into liquidation (whether voluntary or compulsory) or the Buyer has a receiver, manager, administrator or administrative receiver appointed of the whole or any part of its undertaking, property or assets or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer; or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer in any jurisdiction to which the Buyer or any of its assets is subject; or
- 14.1.2 the Buyer has, suffers or allows any execution to be levied on its assets or obtained against it; or
- 14.1.3 the Buyer commits a material breach of any of its obligations under the Contract or under any other contract with the Company; or
- 14.1.4 the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 14.1.5 the Buyer ceases or threatens to cease to trade.
- 14.2 Termination of the Contract shall not affect rights and duties accrued before termination and in particular shall not affect the Company's rights contained in Condition 9. However, the Buyer's rights contained in that Condition shall immediately terminate.
15. Confidentiality
- 15.1 The Buyer shall keep in strict confidence all technical or commercial know-how, specification, invention, process and initiatives which have been disclosed to the Buyer by the Company or its agents and any other confidential information concerning the Company's business information concerning the Company's business or the Goods which the Buyer may obtain and the Buyer shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors and shall ensure that such employees, agents or sub-contractors are also subject to the confidentiality requirements contained in this Condition 15.
16. Export
- 16.1 Where the Goods are to be exported to the Buyer the provisions of this Condition 18 shall apply.
- 16.2 Payment shall be made in England in pounds sterling or such currency as is agreed in writing by the Company.
- 16.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation or exportation of the Goods, including any and all export control laws and regulations, into the country of destination and for the payment of any duties of the Goods.
17. General
- 17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company, whether or not under the Contract.
- 17.2 If any provision of the Contract (including any provision of Condition 9) is found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.
- 17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract.
- 17.4 Any waiver by the Company of any breach by the Buyer is not a waiver of any subsequent breach.
- 17.5 Any notice or other communication given or made under these Conditions shall be in writing and sent by recorded delivery prepaid or registered delivery prepaid post to the address of that party specified in these Conditions or such other address as may be notified by that party from time to time for this purpose and shall be effectual notwithstanding any change of address or number not so specified.
- 17.6 Unless the contrary shall be proved, each such notice or communication shall be deemed to have been given or made and delivered within 48 hours of posting.
- 17.7 These Terms and the Contract do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
18. Assignment
- 18.1 Either party may at any time assign, transfer, charge or deal in any other manner with these Conditions or any of its rights under it, or sub-contract any or all of its obligations under it.
- Governing Law and Jurisdiction
- These Conditions shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.