

TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS

- 1.1 The “BUYER”, means TGM Ltd or any other company which is a subsidiary.
- 1.2 The “VENDOR”, means the person, firm, company to whom the Order for Goods is placed;
- 1.3 The “GOODS” means the articles or things (including work to be done or services to be supplied) or any of them described in the order.
- 1.4 The “ORDER” means the order placed by the buyer for the supply of goods or services.

2. PURCHASE ORDERS

- 2.1 Any contract under which we have agreed to purchase goods shall be on the conditions contained herein unless other conditions are expressly requested by us by means of a written amendment to these conditions and signed by a Director of the Company.
- 2.2 The vendor shall comply with the Buyers delivery dates set out in the Order and information about the progress against delivery schedule shall be provided by the vendor without delay. Time for delivery shall be of the essence. The Vendor shall be liable for all loss and additional costs (including without limitation machining and labour costs) incurred by the Buyer as a result of late or non- delivery.
- 2.3 If Goods are delivered before the date specified in the Order, the Buyer shall be entitled at its discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual delivery date.
- 2.4 Delivery shall be completed when the Goods have been unloaded by the vendor at the point of the delivery specified in the Order and the delivery has been signed for by a duly authorised agent or employee of the Buyer. The Buyer shall not be treated as having accepted the Goods until it has had a reasonable time to inspect them following delivery or until any latent defect has become apparent.
- 2.5 Risk in the Goods shall pass to the Buyer upon acceptance of the Goods by the Buyer and title shall pass upon the earlier of delivery or any payment being made for them by the Buyer.
- 2.6 The Buyer reserves the right to inspect and/or test the Goods or any material at the Vendors or Sub-Contractors premises and the Vendor shall grant or procure access to relevant premises for this purpose. Any such inspection and/or test shall not relieve the Vendor from any responsibility, liability or warranty nor shall it imply acceptance or approval of the Goods. The vendor shall comply with all the relevant inspection requirements set out in the Order.
- 2.7 The Buyers representatives and/or its customers and/or regulatory authorities shall be allowed access to the vendors’ premises or its subcontractors at any time to access records and check the progress or quality of the work carried out.
- 2.8 The Vendor is to retain all records associated with the purchase for the life of the aircraft plus 10 years.
- 2.9 The Vendor acknowledges that forecast requirements are non-binding and subject to change. The Buyer may request additional Order cover outside the normal lead times. The Vendor shall use best endeavours to meet these requirements without additional cost to the buyer.

2.10 Advice notes must accompany all deliveries and should state the Vendors Part Number, Order Number, full description of the Goods and quantity delivered.

2.11 Unless agreed by the Buyer in writing all prices are fixed inclusive of delivery, VAT and any other applicable duties and are not subject to escalation.

2.12 Payment by the Buyer, unless otherwise agreed in writing, will be made 30 days following the end of the month in which the Goods are delivered upon receipt of a valid and correct invoice.

2.13 The vendor will take out insurance cover for the Goods against all risks until Goods are accepted by the Buyer.

2.14 Any amendments to the Order shall be made by agreement evidenced in writing. The Vendor shall advise the Buyer immediately if such amendments either prevent the specified delivery date(s) being met or have any other significant implication regarding the Vendors obligations to the Buyer.

2.15 The parties agree that these conditions and any contract shall be construed under English law and the parties agree to submit to the exclusive jurisdiction of the English Courts in relation to any matter or dispute.