



Unit 14, Eddystone Road,
South Hants Industrial Park
Southampton SO40 3SA
Tel No: 02380 864829

General Terms and Conditions of Sale

1 Definitions and Interpretations

1.1 In these conditions, the following words will have the following meanings: -

"Business Day"	means any day from Monday to Friday on which the Company is open for business.
"Buyer"	means the company, partnership, business or individual who accepts a quotation of the Seller for the sale of Goods or whose order for the goods in accepted by the seller.
"Company"	means K&S Aerospace Components Ltd (registered in England No. 7379620)
"Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any specific terms and conditions agreed in writing between the Buyer and the Company.
"Contract"	means the contract between the Company and the Buyer for the purchase and sales of Goods, incorporating these conditions.
"Price"	means the price of the Goods as stated in the Company's quotation as accepted by the Buyer's Purchase Order

1.2 Clause heading are for ease of reference only and shall not affect the construction or interpretation of any clause.

2. Order and Prices

- 2.1 Any quotation is given on the basis that no contract shall come into existence until the Company dispatches an acknowledgement of order to the Buyer. Any quotation period is valid for six (6) months subject to the Company previously withdrawing it.
- 2.2 Unless otherwise stated the prices quoted will be exclusive to packaging and carriage. If the goods are hand-delivered by the Company, no offer to reimburse carriage charges will be made or request accepted.
- 2.3 Where the quantity ordered is less than that quoted for or delivery is ordered in instalments less than those specified in the quotation, the prices shall be subject to adjustments as appropriate
- 2.4 Unless otherwise agreed in writing all tools and fixtures will remain the property of the Company.

3. Payment Terms

- 3.1 Unless otherwise agreed in the Contract, the Price shall be payable in full without set-off, counterclaim or withholding any kind within thirty (30) days of the Company's Invoice date. All sums are to be paid in the currency stated on the invoice.
- 3.2 Where a deposit payment is requested by the Company, no work shall commence until the full amount of the deposit is received; the quoted time for delivery will be shall be extended by the equivalent period if payment is not immediately forthcoming.
- 3.3 The Price for the Goods shall be exclusive of any Value Added Tax, export, import, excise duties and any other taxes or duties. All such taxes or duties shall be paid for by the Buyer.
- 3.4 The Company may invoice on or anytime after delivery, or if the Buyer wrongfully fails to take delivery or otherwise suspends or delays delivery, the Company is entitled to invoice from the date the Goods were tendered for delivery.
- 3.5 Unless otherwise agreed in writing, payment terms shall be thirty (30) days open credit from date of invoice.
- 3.6 Until payment is made in full to the Seller the goods shall remain the property of the Seller but the risk therein and all liability to third parties in respect of thereof shall pass to the Buyer on delivery.
- 3.7 If the buyer fails to make timely payment of any sum due, the Company may suspend the delivery of Goods until full payment is made.

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- 3.8 The Company reserves the right to charge interest on the account, at commercial rates which will not be less than 3 % over the Basic Rate of Barclays Bank PLC from time to time applicable until the sum due is paid.
- 3.9 No payment will be deemed to have been received until the Company has received cleared funds.
- 3.10 In the event of suspension of work on the Goods at the Customer's request or through the inadequacy or inaccuracy of the Customer's instructions, any price quoted by the company may be increased to cover the costs or expenses incurred by the Company as a result thereof.
- 3.11 The cost of variation or modification to the order requested by the Customer after the date of acceptance of order shall, if such variation or modification is accepted by the Company, be borne by the Customer.

4. Delivery

- 4.1 It shall be understood that the time quoted is based on 'Order Acknowledgement' i.e. from the time that the Company acknowledges the Order, and not from Order receipt.
- 4.2 The Buyer shall take delivery of the Goods within seven (7) days of the Company giving it notice that the Goods are ready for delivery.
- 4.3 The time for delivery shall be extended by a reasonable period if delay in delivery is caused by instructions or lack of instructions from the buyer.
- 4.4 If for any reason the Buyer fails to accept delivery of any Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because of the Buyer has not provided appropriate instructions, documents licenses or authorisations:
 - 4.4.1 risk in the Goods shall pass to the Buyer;
 - 4.4.2 the Goods shall be deemed to have been delivered; and
 - 4.4.3 the Company may store the Goods for the Buyer and the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance)
- 4.7 The Buyer shall provide at the Delivery Point, at the expense, adequate and appropriate equipment and manual labour for unloading the Goods.
- 4.8 Time for delivery shall not be of the essence unless previously agreed by the Company in writing.
- 4.9 The Company is not bound to deliver the Goods in one lot, shipment or consignment and the Buyer shall accept split deliveries or delivery by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating t an instalment shall entitle the buyer to repudiate or cancel any other Contract or instalment.
- 4.11 The Company shall deliver the Goods in accordance with the Buyer's Purchase Order / Contract unless otherwise agreed in writing.

5.0 Non-Delivery

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within five (5) days of the date when the Good's would, in the ordinary course of events, have been received.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a Credit Note at the pro-rata Contract rate against any invoice raised for such Goods.

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6.0 Specifications and Description

- 6.1 The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).
- 6.2 The Company will not accept no liability for any failure to attain performance figures quoted unless the Company has specifically guaranteed them, subject to tolerances specified or agreed.
- 6.3 Any jigs or tooling made by the Company for the Contract shall remain the Company's property notwithstanding that the cost thereof may be included in whole or in part in the price charged for finishing. All drawings and information relating to such tools and jigs remain the Company's property and the Company's copyright and the Customer undertakes that it will not copy or make use of the same for the benefit or itself or any third party without the Company's prior written consent.
- 6.4 It shall be the Customer's responsibility to ensure that the Goods are suitable for finishing. However, if at any stage the Company in its sole discretion considers that the Goods are unsuitable for finishing (or, if finishing has begun, for further finishing) whether in accordance with the Company's quotation or otherwise, the Company will advise the Customer as soon as it is reasonably practicable and shall be entitled to discontinue finishing forthwith. The Company shall thereupon notify the Customer of the Company's outstanding charges in respect of finishing carried out up to the date of such discontinuance and the Customer shall pay the same within 28 days of the date of such notification. Unless the Company agrees in writing to arrange transport the Customer will collect the Goods at its own expense and risk from the Company's works as soon as its possible following notification of the discontinuance of the finishing.

7.0 Warranty

- 7.1 The Company warrants that: -
- 7.1.1 Goods supplied by the Company will be free from defects in materials or workmanship under normal use and care and services will be performed by trained personnel using proper equipment and instrumentation for the particular service provided. The foregoing warranties will apply to the expiration of the warranty period which is twelve (12) from the date of notification of the delivery, unless agreed with the Customer in writing.
 - 7.1.2 If any Goods do not conform to this warranty the Company will at its option either repair or replace non-conforming Goods or take back non-conforming Goods and refund the appropriate part of the Purchase price.
- 7.2 The warranty contained in clause 9.1 is conditional upon: -
- 7.2.1 the buyer giving written notice to the Company with 14 days of the time when the Buyer discovers or ought to have discovered the alleged non-conformity in the Goods;
 - 7.2.2 the Buyer giving the Company reasonable access to inspect the Goods and, if requested by the Company, returning the alleged non-conforming Goods to the Company's premises, carriage paid, for inspection;
 - 7.2.3 the Goods having been properly stored, maintained, handled and installed in accordance with good industrial practices and the Company's recommended procedures; and
 - 7.2.4 the Buyer having paid for the Goods in full.
- 7.3 The Company accepts no liability in respect of: -
- 7.3.1 any modification or alteration required to any Goods made necessary by any legislation, regulation or requirements of any authority after the purchase order has been placed;
 - 7.3.2 any repair or replacement required to Goods where and identification serial or batch number has been altered, defaced or removed, or if any unauthorised work has been carried out by others; and
 - 7.3.3 faults caused by accident, neglect, misuse or normal wear and tear.

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8.0 Inspection, Testing and Calibration

- 8.1 Goods will be inspected by Company, and, where practicable, submitted to Company's standard tests before despatch. Any additional tests or Inspection (including inspection by Buyer or its representative, or tests in the presence of Buyer or its representative and/or calibration) or the supply of test certificates and/or detailed test results shall be subject to Company's prior written agreement and the Company reserves the right to change thereof.
- 8.2 If the Buyer or its representatives fails to attend such inspection, tests or calibration after seven (7) days' notice that the Goods are ready therefore, the inspection, tests and/or calibration will proceed and will be deemed to have been made in the presence of the Buyer or it's representative and the Company's statement that the Goods have passed such inspection, testing and/or calibration shall be conclusive.

9.0 Limitation of Liability

- 9.1 The Company's liability under this clause shall be in lieu of any warranty or condition applied by laws as to the quality or fitness for any particular purpose of the goods and save as provided in this clause.
- 9.2 The Company shall not be under any liability, whether in contract, tort or otherwise in respect of the goods delivered or for any injury (other than personal injury caused by our negligence as defined in the Unfair Contract Terms Act 1977), damage or loss resulting from such defects or from any work done in connection therewith.
- 9.3 In no event shall the Company be liable for loss or anticipated earnings, loss by reason of plant shutdown, non-operation, or increased expense of operation or alternative equipment or other costs, expenses, whether real, incidental or notional.

10.0 Cancellation

- 10.1 In the event of cancellation of the Contract by the Buyer, the Buyer will be liable for all costs incurred by the seller up to the time of cancellation or a variable charge based on the full value of the contract dependent upon the time elapsed after placement of the order whichever be the greater.

The variable charges are defined as the follows: -

2 Weeks	25%
3-4 Weeks	30%
5-6 Weeks	50%
7-8 Weeks	75%
9 Weeks +	100%

11.0 Force Majeure

- 11.1 The Contract shall be suspended, without liability, in the even and to the extent that it's performance is prevented Or delayed due to any circumstance beyond reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident flood, sabotage, governmental decisions or actions including but not limited to prohibition of exports or the failure to grant or revocation of applicable export licenses, or labour trouble, strike, lockout or injunction.
- 11.2 If either party is delayed or prevented from performance of its obligation by reason of this clause for more than 180 consecutive calendar days, wither party may terminate the then unperformed element of the Contract by notice in writing given to the other party, without liability provided that the Buyer maybe obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered as at the date of termination. The Company may deliver by instalments and if so each delivery shall constitute a separate Contract and failure by the Company to deliver anyone or more of the instalments in accordance with their terms shall not entitle the Buyer to terminate the whole of the Contract or treat it as repudiated.

12.0 Variation

- 12.1 Any variation of the Contract shall only be effective if in writing and signed by authorised representatives of both parties.

13.0 Non-Conflict Raw Materials

- 13.1 The Company considers the issue of conflict material to be of major concern. The Company does not directly source raw materials itself, but it will be ensuring that its suppliers also considers this. We understand that there is legitimate business that operate in these areas of conflict.

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14.0 General

14.1 Any notice required or permitted to be given by the either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14..2 No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part of the validity of the other provision of these Conditions and the remainder of the provision in questions shall not be affected thereby.

15.0 Governing Law

15.1 Any dispute arising under or in connection with these Conditions of the sale of Goods shall be resolved by the English Courts and the Buyer submits to the exclusive jurisdiction of The English Courts and agrees that the Contract shall be governed by the laws of England.

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