

RAS Completions Ltd
Terms and Conditions of Trading

1. General

- 1.1 Unless otherwise agreed in writing, these conditions constitute the only conditions upon which RAS Completions Ltd (the "Company") is willing to supply goods ("the goods") and or services ("the Services") to any person to whom any quotation, acceptance of order or contract is addressed ("the Customer").
- 1.2 These terms and conditions shall prevail over any terms and conditions in the Customers order or other document issued by the Customer except where specifically agreed to by the Company in writing.
- 1.3 In these Conditions the expression other "Equipment" shall mean all aircraft, equipment, materials, parts or other property whether owned by the customer or any third party, for the time being delivered by or on behalf of the Customer to and held by the Company, and the expression "the Contract" shall mean any contract entered into by the Company incorporating these conditions.

2. Storage and Handling

- 2.1 Storage-parking outside hangars will be charged on aircraft/vehicles delivered more than a week early, or on an aircraft/vehicle which is not collected within seven days of completion of the work.
- 2.2 The aircraft/vehicle shall be held and handled entirely at the Customers risk. The Customer shall be responsible at his/her own expense for maintaining adequate insurance cover for the aircraft/vehicle.
- 2.3 The liability of the Company in respect of destruction or damage to the equipment shall be confined to the loss suffered by virtue of the negligence or wilful misconduct of the Company, its employees, agents or sub-contractors and the Company shall have no liability in the absence of proof by the Customer of such negligence or wilful misconduct.
- 2.4 If the Customer calls a halt to the work because the Company has informed him that they have found a problem which can only be rectified by a qualified engineer, e.g. major corrosion, missing rivets, holes or damage discovered under paint work, thus requiring the contract to be extended for the time necessary for rectification, it would have to be a matter for agreement between the owner of the aircraft (the Customer) as to where the rectification takes place and by whom.

3. Prices

- 3.1 The Company shall have the right, subject to reasonable prior notice, to vary price quoted in the event of any increase in the cost of materials and/or labour and/or increase in any customs import or export duties.
- 3.2 The prices quoted are in addition to VAT where applicable at the prevailing rate.
- 3.3 Engineering services (part 145) prices are based on aircraft without any defects. Engineering quotations do not cover defects and rectification work due to findings on incoming and post preparation inspections. These works will be charged on a time and material basis together with current labour rates/materials charged by third party company.
- 3.4 All goods supplied remain the property of the Company until the invoice is settled in full.

4. Colours

- 4.1 Colour Schemes, if not produced to an exact scale drawing, will only be an interpretation of the sketch/photography/drawing supplied.
- 4.2 Colours used, if not exactly specified (by colour, shade and manufacturers code) will be the nearest alternative.

5. Completion

- 5.1 The Company shall not be liable for any delay or failure in carrying out its obligations, which is caused wholly or partly by reason of act of God, labour disputes, fire, flood, war, accident, Government action, riot or civil commotion, act of omission by the Customer or any third party or any cause beyond the control of the Company.

- 5.2 Observance of the completion deadline is conditional on the customer fulfilling his contractual obligations.
- 5.3 In the case of partial completion of an order by reason of any events referred to in clause 5.1 and 5.2 hereof the Company shall be entitled (without prejudice to all or any of its rights and remedies) to a quantum meruit in respect of all work done to it.
- 5.4 A 12 (twelve month) warranty is offered on workmanship and paint fading and is subject to exclusions/limitations on all aircraft where there are inherent defects due to expansion and contraction during flight pressurisation and extensive flexing of joints in flight. Areas of note are overwing and fairing seams on PRC panel sealed joints and paint picking off overwing fairing screws, forward and aft root fairing PRC seams, PRC seams adjacent to winglet sections and wing seams adjacent to falsework on wing topsides.

6. Payment

- 6.1 Payment is required as follows; 10% slot deposit (non-refundable) to secure aircraft slot, 40% with purchase order and the remainder as cleared funds on completion. We must receive this without any deduction or deferment on account of any dispute, set-off or counter-claim, unless alternative prior arrangements have been agreed in writing.
- 6.2 Without prejudice to the Companies other remedies, should the customer fail to make payment in accordance with the terms of this clause, the Company has the right to charge interest at the rate of 5% per annum over the base rate of Barclays Bank plc from time to time in force. Collection of the aircraft is deemed to be acceptance of the work carried out. If the work is not accepted, the aircraft should remain in our custody until the work is accepted. Work disputes will not be accepted following aircraft departure and payment of the final invoice should not be withheld on this basis.

7. Lien

- 7.1 In addition to any right or lien to which the Company by law may be entitled, the Company shall be entitled to a general lien on any goods or equipment in the Company's possession (notwithstanding such items may have been paid for) for all amounts outstanding under the contract together with all other amounts due to the Company from the customer arising in respect of other goods supplied or services performed. Until proven otherwise, the Company and the Customer will indemnify the Company against all damage and costs arising by virtue of such not being the case.
- 7.2 The Company shall be entitled to payment of all costs and expenses incurred by it in exercising any lien, including but without limitation to storage charges.

8. Defects

- 8.1 The Customer has to examine the aircraft/vehicle/item on completion of the painting contract before removal, for defects, alleged omission and inputted poor standards of workmanship or materials.
- 8.2 In the case of agreed justified complaints, the Company shall rectify those complaints, or carry out remedial work if within the Company's power, providing the aircraft/vehicle/item either remains at our facility or is returned as appropriate within a reasonable time to our facility, the Customer being responsible for any expense incurred in that eventually.
- 8.3 Where quality of work/materials is concerned, the Company advises that such are carried out, or are provided, to valid European standards of quality specification, and are of the top quality valid to the work concerned and or a high technical standard.
- 8.4 Where the Customer, within a period of three months from the date of delivery/collection proves to the reasonable satisfaction of the Company, that the goods supplied or the service performance are defective due to faulty workmanship or defective design by the Company, the Company shall at its discretion credit the customer with the price paid by the customer in respect of the defective goods or services or remedy the defect at its own cost. This clause reflects component/parts.

9. Limitation of liability

- 9.1 Except as may be stipulated there under, the Company shall not be liable for any loss sustained by any person or damage to property whatsoever arising directly out of or as a consequence of any act or omission by the Company in the supply of goods or the performance of services, including without limitation delay, detention, loss or profit, loss of time charges or liability to third parties.
- 9.2 Each party shall indemnify and hold harmless the other party against any claim made against that party by a third party arising out of or in connection with the provision of the services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the other party, its employees, agents or subcontractors
- 9.3 The Customer shall indemnify the Company against all damages, penalties, costs and expenses of which the Company may become liable resulting from the supply of Goods and Services resulting from the infringement of any copyright patent or registered design by the Customer.

9.4 If the Company are requested to have work carried out by a third party, it will be assumed by the Company that the terms and conditions of the third-party supplier are the same as offered by the Company.

9.5 If the Company are requested to carry out work outside of our normal capabilities, no warranty will be offered by the Company, and it will be the responsibility of the Customer to pursue any warranty claims with the Sub-Contractor.

10. Notices

10.1 Any notice required to be given in compliance with any of these conditions may be given by sending the same by first class post, addressed to the party to whom the notice is being given at its last known address, and shall be deemed to have been given and received the day following posting.

11. Sub-contractors

11.1 The Company shall have the right to assign or sub-contract all or any of its obligations upon receipt of the Customer's prior written consent, such consent not to be unreasonably withheld.

12. Interpretation

12.1 The contract shall be governed by the Law of England and the English courts shall have exclusive jurisdiction in any dispute or difference that may arise, subject to such Directives and Legal requirements of the European Economic Community as may be taken into effect in the law of England. If at any time, any term or condition (or part thereof) hereof shall remain in full or void as a consequence of the operation of any law or regulation, the remaining provisions hereof shall remain in full force and effect.

12.2 Headings are for the information only and do not form part of the contract.