



## **Standard Conditions of Trading**

### **1. GENERAL**

Unless otherwise stated in writing these conditions constitute the only conditions upon which Component Process and Repair Ltd (the 'Company') is willing to supply goods (the 'Goods and/or 'Services') to any person to whom any quotation, acceptance of order, or contract is addressed (the 'Customer'). These terms and conditions shall prevail over any terms and conditions in the Customer's order or other document issued by the Customer except where specifically agreed to by the Company in writing. In these conditions the expression the 'Equipment' shall mean all equipment, materials, parts or other property (whether the same are the property of 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. QUOTATION**

Any order given by the Customer in respect of a quotation by the Company shall not be binding on the Company until accepted in writing by the Company.

### **3. PRICES**

3.1 The company shall have the right, subject to reasonable prior notice, to vary the prices quoted in the event of:

- a) any increase in the cost of materials, labour or manufacture.
- b) any increase in any customs import or export duties.
- c) any cost incurred due to delays caused by the Customer including (but not limited to) late instructions, changes in delivery schedule, failure to give adequate information and/or failure or delay in the supply of special tools, materials, drawings or patterns.

3.2 Unless otherwise agreed in writing all prices are strictly net, ex-works, and do not include the cost of packing or delivery at any place other than the premises of the Company. In the event that the Company shall store any of the Goods or the Equipment for any period after the expiry of seven days from the date of the Company's written notice that such Goods or Equipment are ready for collection or despatch, or at the request of the Customer arrange for the Goods or Equipment to be despatched or dealt with other than by collection by the Customer, then the customer shall pay the company's reasonable charges for the provision or procurement of such services within seven days of the day of any invoice sent by the Company in respect thereof.

3.3 Where any prices or charges are given and/or where the Company is involved in expenditure in a currency other than sterling, the Company shall be entitled to adjust its prices to compensate for any change in the rate of exchange of such currency in relation to sterling by reason of which the cost to the Company has been increased.

3.4 The prices quoted are subject to the addition of Value Added Tax where applicable at the prevailing rate.

### **4. TIME FOR AND FORM OF DELIVERY**

4.1 The Company shall use reasonable commercial endeavours to adhere strictly to any delivery or completion dates contained in its quotation but unless specifically agreed in writing, time shall not be of the essence of the Contract and in the event of failure to deliver or complete within the terms quoted the same shall not be a breach or repudiation of the Contract. The Company shall not in any circumstances be liable for any consequential loss or damage suffered by the Customer as a result of any such delay.

4.2 If the contract does not otherwise provide, the Company shall be entitled as its option to deliver the Goods by a single delivery or by instalments. If the Contract provides for delivery by instalments or the Company so elects, each instalment shall be treated as a separate contract and default or delay in any single delivery shall not affect the balance of the Contract nor entitle the Customer to terminate the same.

4.3 Times quoted for despatch or delivery are from acceptance by the Company of the Customer's order, or from receipt by the Company of any necessary parts, information or drawings which are to be supplied by the Customer, and which are necessary to enable the work to be put in hand whichever shall be the later.

### **5. PROPERTY AND RISK**

5.1 The Equipment shall be held and handled entirely at the Customer's risk and the company accepts no responsibility for any loss or damage in regard thereto or by reason thereof whether the same is in the custody of the Company or not unless caused by the gross negligence or wilful misconduct of the Company or its employees. The Customer shall when requested satisfy the Company that adequate insurance cover for the Equipment has been arranged.

5.2 In the case of the Goods, all risk or loss or damage of any kind shall pass to the Customer upon whichever of the following events occur earlier.

- a) collection by or on behalf of the Customer or by a carrier for despatch to the Customer, or
- b) the expiry of seven days from the date of the Company's written notice that such Goods are ready for collection or despatch.

## **Component Process and Repair Limited**

Dickinson Place, South Bersted Business Park,  
Bognor Regis, West Sussex, PO22 9QU.  
Tel: 01243 865772. Fax: 01243 860890



5.3 The Customer shall carefully examine the goods on receipt of the same and shall by written notice to be received by the Company within seven days of receipt of the Goods, notify the Company of any short delivery, over delivery or any faults reasonably discoverable on careful examination. In the absence of receipt of such notice the Company shall be discharged from all liability in respect of such faults or short or over delivery.

5.3 The property in the Goods shall not pass to the Customer and the Company shall remain legal owner of any Goods supplied until such times as the Customer shall have paid to the Company the full price thereof ('Full Payments'). The customer acknowledges that until such times as Full Payment has been made he is in possession of the Goods as bailee for the Company and if so required shall deliver up the Goods to the Company and/or store the Goods separately from his own goods and in such a fashion as to be readily identifiable by the Company. If the Customer shall recall any of the Goods before Full Payment the Customer shall hold the proceeds thereof on trust for the Company and place them into a separate account. The Customer agrees to allow the Company's representatives free and uninterrupted access to the Customer's premises at all times whilst the Company remains unpaid for the provision of the Goods and Services for the purpose of repossessing the Goods and removing the same from the Customer's premises.

## **6. PAYMENT**

6.1 Unless otherwise stated all prices and charges are net and payment shall be made to the Company in sterling in England within 30 days after the date of invoice for the relevant Goods or Services (the 'Due Date for Payment') without any deduction or deferment on account of any dispute set-off or counterclaim or in respect of any taxes imposed by or under the authority of any government or public authority.

6.2 The Company may require a payment on account and/or a payment in advance and all such payments shall be payable on demand.

6.3 Without prejudice to the Company's other remedies if the Customer fails to make payment in accordance with the terms of the Clause the Company has the right to withhold further deliveries and/or to charge interest on all overdue balances calculated on a daily basis at the rate of 2% per-annum above the minimum lending rate of Lloyds Bank Plc from time to time in force.

## **7. LIEN**

7.1 In addition to any right of lien to which the Company may by law be entitled, the Company shall also be entitled to a general lien on any of the Goods or the 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 proved otherwise, the Company shall be entitled to assume that any Equipment delivered to the Company by the Customer is the property of the Customer and the Customer will indemnify the Company against all damages 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.

7.3 If for any reason the Customer fails to pay any sum owing to the Company on the Due Date for Payment then the Company shall, if such amount or amounts are still unpaid at the expiry of 90 days' notice to the Customer, be entitled without further notice to sell all or any of the Goods or the Equipment in its possession and to apply the proceeds of sale in or towards satisfaction of all such Sums of money together with all costs and expenses including Storage, legal and professional costs, and fees incurred in effecting the sale. Any such sale or re-sale by the Company may be upon such conditions and at such prices as the Company shall consider reasonable and the Customer shall pay to the Company on demand any shortfall between the amount realised by such sales and amounts due to the Company as aforesaid. The Company shall account to the Customer for any excess within a reasonable time.

## **8. WARRANTY**

8.1 Where the Customer within the warranty period specified by the Company (or where no such period is specified within a period of three months from the date of delivery) proves to the reasonable satisfaction of the company that the Goods supplied or the Services performed are faulty due to sub-standard workmanship or faulty design by the Company (due regard being given to the state of the art at the date of such design) the Company shall at its option either credit the Customer with the price paid by the Customer in respect of the faulty Goods or Services or remedy the fault at its own cost provided that:

- a) the Goods and any relevant equipment shall have been installed (and where applicable) operated and maintained if other than by the Company in accordance with good aerospace and engineering practice and the recommendations of the manufacturer.
- b) No repairs or alterations shall have been effected to the Goods or any relevant equipment without the Company's knowledge and express approval.
- c) Identification numbers shall not have been altered or removed.
- d) Notice of any fault shall have been given to the Company promptly and within the warranty period and if so required by the Company, the faulty part or parts shall have been returned to the Company at the Customer's expense.

## Component Process and Repair Limited

Dickinson Place, South Bersted Business Park,  
Bognor Regis, West Sussex, PO22 9QU.  
Tel: 01243 865772. Fax: 01243 860890



8.2 The Company's obligations under the clause shall not extend to any of the Goods or part thereof manufactured by third parties, in the case of such Goods the Company shall if called upon so to do by the Customer in writing use all reasonable endeavours to procure for the Customer the benefit of any warranty or guarantee provided to the Company by any such third party apart from which the Company shall be under no liability whatsoever in respect of any fault in such Goods.

8.3 The foregoing provisions of this clause shall represent the entire liability of the Company its employees, servants and agents in respect of faulty Goods and Services and all other warranties conditions and liabilities as to quality, fitness or description or otherwise whether statutory or at common law are hereby excluded.

8.4 Should the Customer specify any particular make or design of the Goods the Company shall have no liability for any failure of design or quality of such Goods.

### 9. LIMITATION OF LIABILITY

9.1 Except as may otherwise be stipulated hereunder, the Company shall not be liable for any loss sustained by any person or damage to property whatsoever and howsoever arising directly out of or in consequence of any act or omission by the Company in the supply of the Goods or performance of the Services including without limitation, delay, detention, loss of products, loss of profit, loss of time, charges or liability to third parties.

9.2 Nothing contained in these conditions shall affect the Company's liability under the *Unfair Contract Terms 1977* for death or personal injury caused by the negligence of the Company.

9.3 The Customer shall indemnify and hold the Company harmless against any actions claims or demands by third parties whether in tort or otherwise howsoever arising directly or indirectly from:

- a) the use or operation of the Goods or any of the Equipment which has been serviced by the Company.
- b) Default (including non compliance with any obligation hereunder and delay or wrong information and any lack of required information) or misuse of the Goods and/or Services and/or the Equipment by or on the part of the Customer or any person or persons other than the Company.
- c) Any defect in or lack of fitness for purpose of the Equipment or any of the Goods or Services supplied to the Customer's specifications. This indemnity shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding termination of the Contract.

- 9.4
- a) any liability of the Company to the Customer in respect of infringement of any third party's letters patent or any other industrial property right relating to any part of the Goods or performance of the Services shall be limited to items designed and manufactured by the Company and (unless otherwise stated by the Company) shall relate solely to infringements in the United Kingdom. In the event of such infringement the Company's obligations shall be limited to (at the Company's option) replacing the infringing item by a non infringing item or securing at its own cost a licence permitting use of the said item by the Company without infringement or paying a sum to the Customer in compensation not exceeding the purchase price of the said item.
  - b) The Company's obligations under Clause 9.4(a) shall not extend to any of the Goods or part thereof designed or manufactured by third parties. In the case of such Goods, the Company shall if call upon so to do by the Customer in writing use all reasonable endeavours to procure for the Customer the benefit of any warranty, guarantee or indemnity provided to the Company by any such third party in respect of the infringements referred to in that sub-clause apart from which the Company shall be under no liability whatsoever in respect of any such infringement in respect of such Goods.
  - c) No liability shall be accepted by the Company in respect of infringements arising by combination of the Goods with any other item or from their use for a purpose not specified by the Company or specified by the Customer and approved by the Company.
  - d) This indemnity is conditional upon the Company receiving the earliest possible notice from the Customer of any claim being made or any action threatened or brought against the Customer and the Customer permitting the Company to conduct any litigation which might ensue and all negotiations for the settlement of the claim.

### 10. INTELLECTUAL PROPERTY

10.1 The Customer on its part warrants that any design or instructions furnished by it shall not be such as will cause the Company to infringe any letters, patent or other industrial property right.

10.2 The sale of any Goods does not convey to the Customer any licence or right to use any of the Company's intellectual property which might form part of such Goods except to the extent that it is actually embodied in the Goods.



**11. FORCE MAJURE**

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, delay in transportation, labour disputes, fire, flood, war, accident, Government action, compliance with any request or application from or requirement of any Government authority (United Kingdom or otherwise) whether or not having the force of law, inability to obtain adequate labour materials, manufacturing, facilities or energy or any other cause or reason beyond the Company's control or that of its servants or agents and if the delay or failure has continued for a period of three months then either party may give notice in writing to the other determining the Contract and on such determination the Company shall refund to the Customer any payment which the Customer has already made on account of the price of the Goods or Services or any part thereof after deduction of any amount due to the Company.

**12. TERMINATION**

If the Customer shall make default in or commit a breach of the Contract or any of his obligations to the Company or if any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such company's undertaking property of assets or any part thereof shall be appointed the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being given to the Customer any subsisting contract shall be deemed to have been determined and the Company shall be entitled to recover from the Customer all losses thereby arising including but not limited to those under Clause 13 hereof or otherwise.

**13. PARTIAL COMPLETION**

In the case of partial completion of an order by reason of any of the events referred to in Clause 11 or 12 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 by it

**14. SUB-CONTRACTING**

The Company shall be entitled to sub-contract or assign all or any of its obligations hereunder.

**15. NOTICES**

Any notice required to be given in compliance with any of these conditions may be given by sending the same by first class pre-paid post addressed to the party to whom such notice is being given at its last known address and shall be deemed to have been given on the day of posting thereof.

**16. WAIVER**

No waiver by the Company in respect of any breach by the Customer of its obligations shall operate as a waiver in respect of any subsequent breach by the Customer of those obligations.

**17. INTERPRETATION**

The Contract shall be governed by the Law of England as a contract made in England and Customer hereby submits to the non-exclusive jurisdiction of the English Courts. If at any time any term or conditions (or part thereof) hereof is or becomes illegal or void as a consequence of the operation of any law or regulation.