

1. DEFINITIONS:

All references to "The Company" in these terms and conditions shall mean Ned Air UK Limited. All references to "The Customer" in these terms and conditions shall mean any individual, partnerships or corporate body who places written order to purchase a product from The Company. All references to "The Product" in these terms and conditions shall mean any goods, items or parts manufactured and supplied by The Company.

2. VALIDITY:

Orders accepted by The Company are subject to these terms and conditions only and, unless specifically agreed in writing, no other terms or conditions will be binding on The Company or will form part of the contract between The Company and The Customer. Unless otherwise agreed in writing, orders accepted by The Company will not be subject to either "Sub-contract" terms and conditions, or "Back-to-Back" conditions arrangements with any third party or main contractor. No order accepted by The Company will be subject to: Retentions, Right of Set Off, Pay When Paid clause, Liquidated and Ascertained Damages and/or Consequential Damages. For avoidance of doubt, non-acceptance of consequential Damages includes: damages, loss of profit and any liability incurred by any third party.

3. TENDERS:

Quotations submitted by The Company for the supply of the required product shall remain open for acceptance for a maximum of 60 days from the date of tender, but shall be subject to confirmation at the time of acceptance. Prices and quoted by The Company will be net ex-works, or where applicable net delivered on the British mainland, or either F.O.B., C&F, or C.I.F. for export orders. All prices quoted are exclusive of Value Added Tax, Purchase Tax or any other taxes that may from time to time be in force. The appropriate amount of taxes ruling at the time of despatch will be added to the total purchase price and invoiced to The Customer for payment. The Company reserves the right to charge The Customer at prices ruling at the date of despatch, not with standing any price that may be given on any quotation or acknowledgement or order. Where equipment is exported directly from The Company, the warranty of equipment covers only the cost of the replacement of a defect part. The cost of shipment, dismantling, re-assembly and testing to be covered by others.

4. DESIGN:

In accordance with The Company's policy of continuous improvement in the design of its products, the right is reserved to make any changes in construction or design as may be considered necessary, without notifying The Customer. All drawings, specifications, descriptive literature and particulars issued by The Company are intended to give a basic indication only of The Product, and as such shall not form part of the contract. Upon acceptance of a tender, certified dimensioned drawings can be provided on request. Where the design of The Product is based on data and information given to The Company by The Customer or his representatives, The Company shall assume that all such details are accurate and therefore The Product will be designed for performance in accordance with the given data. The performance figures given are those which we would expect to obtain on test, and any departure from these figures shall not involve any invalidation of the contract, nor entitle The Customer to recover any consequential damages or compensation from The Company.

5. TERMS OF PAYMENT:

The Company will be entitled to submit invoices immediately The Product has been despatched or is ready for despatch but held pending delivery instructions from The Customer. All invoices are strictly net for payment within 30 days from the invoice date and any payment not received by the due date will be subject to interest charges at a rate 8% above the current Bank of England minimum lending rate. At The Company's discretion an overdue account may result in cessation of work and may affect future deliveries and service to The Customer until such time as settlement has been made. Where a dispute arises against an invoice and the disputed value can be identified, then payment of the balance is required within the period outlined in (ii) above. If necessary a credit note would be issued for the disputed value. The credit terms outlined in (ii) above will be extended to approved accounts only, entirely at The Company's discretion. The Company reserves the right to refuse credit terms to any prospective Customer without stating the reason, and in such cases an order will only be accepted upon receipt of payment in full, against a pro-forma invoice for the total sums payable. The Company will be entitled to adjust the total price payable to take account of price variations due to extra costs involved in alterations, amendments, temporarily suspended work, etc., and any such deviation from the originally agreed price for the contract will be subject to written agreement between The Customer and The

Company. No order placed with The Company for products to be supplied may be cancelled by The Customer. There will be no facility within the contract for The Customer to apply any retentions to payments whatsoever, and if such action is taken by The Customer then payment will be deemed to be overdue and will be subject to treatment as described in (ii) above. In the event that delays to deliver occur outside The Company's control, The Company reserve the right to invoice at the original delivery date, for payment within the agreed period from invoice date (see(ii)above). Storage would then be charged at the advised rates and a "Vesting Certificate" issued transferring ownership to The Customer upon receipt of payment in full.

6. TERMINATION:

The Company reserves the right to terminate the contract, having given written notice to do so on The Customer, on one or more of the following grounds:- That The Customer has failed to properly discharge his undertaking under the contract, particularly with regard to payment of invoices. That The Customer has become involved in bankruptcy, liquidation, whether voluntary or compulsory, or has convened a meeting of creditors, or has a Receiver appointed. Voluntary liquidation would be accepted for the purpose of re-organisation or amalgamation, which would not affect The Customers financial stability. That The Company is prevented from carrying out all or any substantial part of the contract work, by reasons of any kind for a period of 90 days, arising from an act through default of any person or persons, including The Customer, his servants or agents, who are beyond direct control of The Company.

7. DELIVERY:

Delivery periods stated by the The Company will be given in good faith at the time of quoting, and not regarded as being the essence of any contract. The delivery period will take effect from the date of receipt of all full and final instructions from The Customer, including drawing approval, which must be given in writing. Although major items of plant will be ordered at the receipt of the order, manufacture will only commence upon receipt of written approval of drawings, which is required within 7 days. The Company will always endeavour to accommodate The Customers reasonable delivery requirements, but under no circumstances will The Company be liable for loss or damage of any kind caused by delays to delivery howsoever caused. In the event of despatch being delayed by The Customers's instructions, or absence of them, or other factors beyond The Company's own control including, but not limited to, Act of God, War, Civil Commotion, Industrial Dispute, Strike, Lock-Out, Fire, Tempest, Flood, Accidents, Defective Materials, Failure by any of our suppliers to deliver, or any delay in delivery, from whatever cause arising, any delay arising from any such cause, shall not entitle The Customer to cancel or rescind the contract, in part or in whole, and The Company would expect the granting of a reasonable extension of time as mutually agreed. Unless specifically agreed in the contract, The Company shall not be responsible for either loading on The Customer's transport in the case of ex-works orders, or for off loading at destinations in the case of orders including delivery. The Company reserve the right to make delivery to the required destination on the date indicated on our acknowledgement or order, without further notice or arrangement, unless instructions to the contrary are received in writing at least 7 days before despatch is due. In the event of any consignment not being accepted at the agreed destination, at that time, The Company will be entitled to claim and recover all resulting additional transport or storage costs together with payment in full for the goods based upon the original delivery date. The Company have no facility for long term storage and should The Customer require such service, charges will be at the The Company's advised rates. The Products will be collected by The Customer at the agreed despatch date and arrangements for transport and storage will become The Customers responsibility. Any claims for damage or shortages must be advised in writing by The Customer within 3 days of despatch to be considered by The Company. Claims for non-delivery must be advised in writing within 10 days of despatch. The offloading, carriage, distribution and relevant safety considerations applicable to The Products supplied by The Company are the responsibility of The Customer. The Company will not accept responsibility for damage to The Products, however caused, once the goods have been removed from the delivery vehicle. Protection, safekeeping and maintenance of The Products following receipt on site is the responsibility of The Customer. This will apply unless The Company is employed to carry out installation of the equipment.

8. INSTALLATION:

Where installation of The Product is included within the contract, our quotation assumes that continuity of work and adequate access to the work area is available throughout the installation of the equipment.

9. INSURANCE:

The Customer will indemnify The Company against all claims, proceedings demands or liability, and all costs of any nature incurred by or made against The Company, which arise from death or injury or any of The Company's servants, agents or sub-contractors while they are performing the services for The Customer under the terms of the contract at any place other than The Company's own premises, however caused other than wholly The Company's servants, agents or sub-contractors own negligence. The Customer will indemnify The Company against any claim that may arise from any service carried out by The Company, its servants, agents or sub-contractors, which result partially or wholly from any act, error or omission of The Customer or any other person or persons. The Customer will indemnify The Company, its servants, agents and sub-contractors against any claim for financial loss or damage whatsoever, made by a third party. This indemnity shall include, but not be limited to, death or injury to any person or persons.

10. GUARANTEE:

On goods and items manufactured and supplied by The Company, a guarantee against faulty materials or workmanship is given for a period of twelve months commencing from the date of despatch. So far as it is reasonably possible we shall extend to The Customer the benefits of any guarantees or free service commitment, which may be offered, by the manufacturer or supplier in respect of any goods purchased by The Company for incorporation in The Product. Remedial work agreed by The Company as being within the guarantee will be accepted and carried out, (only by The Company's own personnel), in the following circumstances only:-
Providing The Customer has fully discharged his obligations in relation to the terms of the contract, including terms of payment.
Providing that in The Company's opinion, The Product has been properly transported, handled, stored, protected against the weather, and damage and has been correctly installed, used and adequately maintained, following the procedure given in The Company's operating and maintenance manual. That all parts or items removed for replacement will become the property of The Company. That all costs and expenses which may be incurred by The Company, or may be charged to The Company by a third party in attempting to dismantle or re-assemble the replacement part must be defrayed by The Customer. That The Company will not be obliged to repair or replace any part which has been defaced in any way, or which has been tampered with or has not been adequately maintained in accordance with the recommended procedures.
That The Company will not be responsible for any damage to the external or internal surfaces that may occur whilst being handled by others during off-loading, installation, usage, or maintenance. The terms of this guarantee shall not reduce The Customer's statutory rights as a consumer in accordance with any statute for the time being in force.

11. TITLE OF GOODS

Title of goods remain with The Company and will only pass to The Customer upon receipt of payment in full. Please note that this clause will apply irrespective of any incorporation of the goods into the Contracts works.

12. LAW:

These terms and conditions allow for the contract to be operated in accordance with English Law, and in the event of any dispute arising it will be subject to jurisdiction under the Laws of England.