

TERMS & CONDITIONS OF SALE

1. Definitions

In these Terms and Conditions the following expressions will have the following meaning unless Inconsistent with the context:

'Buyer'	the person(s) firm or company whose order for Goods is accepted by the Seller
'Contract'	any contract between the Seller and the Buyer for the sale and purchase of Goods or supply of Services formed in accordance with clause 2.
'Contract Price'	the agreed price (as stated in the contract of sale to which these conditions apply) at the time the contract came into effect. Unless otherwise agreed the Seller's price ruling at the date of dispatch of the Goods from the Seller's premises shall be the agreed price.
'Goods'	any goods which the Seller supplies to the Buyer (including any of them or any part of them) under a contract.
'Seller'	Glenair UK Limited
'Services'	any services which the Seller provides to the Buyer (including any of them or any part of them) under a contract.
'Terms and Conditions'	the standard terms and conditions set out in this document together with any special terms agreed in writing between the Buyer and the Seller as specified on the front of the acknowledgement of order.

2. Formation and Incorporation

- 2.1 Subject to any variation under clause 17 the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order confirmation of order or similar document whether or not such document is referred to in the Contract.
- 2.2 Each order or acceptance of a quotation for Goods or Services will be deemed to be an offer by the Buyer to purchase the Goods or Services upon these Terms and Conditions. The Contract is formed when the order is accepted by the Seller by way of a written acknowledgement of order. No Contract will come into existence until a written acknowledgement of order is issued by the Seller.
- 2.3. Any quotation is valid for a period of 30 (unless stipulated otherwise) days only from its date provided the Seller has not previously withdrawn it.

3. Description of Goods and Services

- 3.1 The quantity and description of the Goods or Services will be as set out in the Seller's quotation.
- 3.2 Where the Seller sells goods or performs services which are not to its standard specification in preparing and submitting a specification and/or written acceptance of the Buyer's offer the Seller relies upon the Buyer supplying all necessary relevant and accurate particulars and information. Any errors or omissions contained in such particulars and information supplied at any time resulting in any loss or damage to the Buyer shall be the Buyer's sole responsibility.
- 3.3 The Seller may make any change to the specification design materials or finishes of the Goods or provision of the Services which are:-
 - 3.3.1 required to conform with any applicable safety statutory or regulatory requirement; or
 - 3.3.2 do not materially affect their quality or performance.

4. **Price and Payment**

- 4.1 The price and terms of payment for the Goods and Services shall be as set out in the Seller's order acknowledgement.
- 4.2 Otherwise the price will be the price set out in the Seller's published price list current at the date of order acknowledgement.
- 4.3 The price is exclusive of costs of packaging and carriage Value Added Tax and any other applicable sales tax or duty unless otherwise agreed.
- 4.4 Otherwise payment for the supply shall be due in full and in pounds sterling within 30 days of the end of the month in which the invoice in respect thereof is issued or in which the Contract is terminated.
- 4.5 All payments to be made by the Buyer to the Seller will be made in full without any set-off restriction or condition and without any deduction for or on account of any counterclaim.
- 4.6 If any sum payable is not paid when due and without prejudice to any of the Seller's other rights that sum will bear interest from the due date until payment in full both before and after any judgement at the rate of 1.5 per cent per annum over the base rate from time to time and the Seller will be entitled to suspend deliveries of the Goods or performance of the Services until the outstanding amount has been received.

5. **Instalments**

The Seller may deliver may deliver the Goods in separate instalments or perform the Services in stages. Each instalment or stage will be a separate contract and no cancellation or termination of any one contract relating to any one instalment or stage will entitle the Buyer to repudiate or cancel any other contract instalment or stage.

6. **Delivery**

- 6.1 Unless otherwise expressly provided for in writing in the Acknowledgement of Order all sales are ex-works and delivery of goods to the carrier shall constitute delivery thereof to the Buyer, Any claim for shortage or damage occurring after such delivery or for transportation over charges should be addressed by the Buyer to the carrier and the Seller shall be under no obligation under S32(2) of the Sale of Goods Act 1979.
- 6.2 Any period or date for delivery or performance of services stated in the Acknowledgement of Order or elsewhere is the best estimate when stated but is not a contractual statement and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.
- 6.3 Delivery of the Goods will be accepted by the Buyer at any time of the day. If the Buyer fails to take delivery or provide any necessary documents the Goods will be deemed to have been delivered and the Seller without prejudice to any other rights may at its option:
 - 6.3.1 store or arrange for storage of the Goods until actual delivery and charge the Buyer for all related costs and expenses (including without limitation storage and insurance); and/or
 - 6.3.2 following written notice to the Buyer sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the contract price.

7. **Risk/Title**

- 7.1 All Goods will remain the property of the Seller until the price of such Goods has been paid in full but risk in the Goods will pass to the Buyer from the date of delivery.
- 7.2 The Buyer's right to possession will terminate immediately upon the occurrence of an event which would allow the Seller to terminate the Contract under clause 10.
- 7.3. The Buyer grants to the Seller its agents and employees an irrevocable licence to enter any premises at any time where the Goods are or may be stored in order to inspect them or where the Buyer's right to possession has terminated to recover them.

8. Liability of the Seller

Warranty

- 8.1 The Seller will free of charge within a period of 12 months from the date of the delivery of the Goods which are proved to the reasonable satisfaction of the Seller to be damaged or defective or not to comply with the specification (other than as a result of a design furnished by the Buyer) repair or at its option replace such Goods.
- 8.2 The obligation in this clause 8 will not apply where:
- 8.2.1 the Goods have been improperly altered in any way whatsoever or have been subject to misuse or unauthorised repair;
 - 8.2.2 the Goods have been improperly installed or connected;
 - 8.2.3 any maintenance requirements relating to the Goods have not been complied with;
 - 8.2.4 any instructions as to storage of the Goods have not been complied with;
 - 8.2.5 the Buyer has failed to notify the Seller of any defect or suspected defect within 30 days of delivery where the defect should be apparent on reasonable inspection or within 14 days of the same coming to the knowledge of the Buyer where the defect is not one which should be apparent on reasonable inspection and in any event no later than 12 months from the date of delivery.
- 8.3. Any Goods which have been replaced will belong to the Seller. Any repaired or replacement Goods will have the benefit of the provisions of clause 8.1 for the unexpired portion of the 12 months period from the original date of delivery of the replaced or repaired Goods.

Exclusion of Liability

- 8.4. In the event of any breach of the Seller's express obligations under the Terms and Conditions the remedies of the Buyer will be limited to damages not exceeding in total the total value of the order in question.
- 8.5. The Seller does not exclude its liability (if any) to the Buyer:
- 8.5.1. for breach of the Seller's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
 - 8.5.2. for personal injury or death resulting from the Seller's negligence;
 - 8.5.3. under section 2(3) Consumer Protection Act 1987;
 - 8.5.4. for any matter which it would be illegal for the Seller to exclude (or to attempt to exclude) its liability; or
 - 8.5.5. for fraud.
- 8.6 Except as provided for in this clause 8 the Seller will be under no liability to the Buyer whatsoever (whether in contract tort breach of statutory duty restitution or otherwise) for any injury death damage or direct indirect or consequential loss of profits loss of business depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
- 8.6.1 any of the Goods or the manufacture sale or supply or failure or delay in supply of the Goods by the Seller or on the part of the Seller's employees agents or sub-contractors;
 - 8.6.2 any breach by the Seller of any of the express or implied terms of the Contract;
 - 8.6.2.1 any use made or resale by the Buyer of any of the Goods or of any product incorporating any of the Goods; or
 - 8.6.2.2 any statement made or not made or advice given or not given by or on behalf of the Seller.
 - 8.6.3 Except as set out in this clause 8 the Seller hereby excludes to the fullest possible extent permissible in law all conditions warranties and stipulations express (other than those set out in the contract) or implied statutory customary or otherwise which but for such exclusion would or might subsist in favour of the Buyer.
 - 8.6.4 Each of the Seller's employees agents and subcontractors may rely upon and enforce the exclusions and restrictions of liability in this clause 8 in that person's own name and for that person's own benefit as if the words 'its employees agents and sub-contractors' followed the word Seller wherever it appears in these Terms and Conditions.
 - 8.6.5 The Buyer acknowledges that the provisions of this clause 8 are reasonable and reflected in the price which would be higher without these provisions and the Buyer will accept such risk and/or insure accordingly.

Indemnity

- 8.6.6 The Buyer agrees to indemnify keep indemnified and hold harmless the Seller from and against all costs (including the costs of enforcement) expenses liabilities injuries direct or indirect or consequential loss damages claims demands proceedings or legal costs (on a full indemnity basis) and judgements which the Seller incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by the Buyer of the terms of the contract.

9. Events beyond the Control of the Seller

- 9.1 The Seller does not accept liability incurred under the contract for supply whenever and to the extent to which the fulfilment of the Seller's obligations are prevented, frustrated, impended and/or delayed as a consequence of any force majeure and/or any occurrence whatever beyond the control of the seller, such to include without prejudice to the generality of the foregoing.
- 9.1.1 Act of God, Fires, Floods or other catastrophes
- 9.1.2 Wars, Riots, Civil commotion, Embargoes, Government Regulations or obtaining necessary material from the Sellers usual sources of supply.
- 9.1.3 Shortage of transport facilities or delays in transit.
- 9.1.4 Existing or future strikes or other labour troubles affecting the performance hereof whether involving the Sellers employees or employees of others, regardless of the responsibility or fault on the part of the employee.
- 9.1.5 Failure in the whole or in part of power supplies
- 9.1.6 The Seller undertakes however to make every reasonable endeavour within its power to overcome difficulties arising in connection therewith but reserves the right to cancel suspend or vary its obligations under the contract for supply and in the event of shortage of goods or of valuable resources or of their production, storage or delivery or continued difficulty in rendering services arising from any of the events or circumstances referred to in paragraph 9.1 of this clause 9. The Seller reserves the right to allocate as it may think fit its available goods and resources and performance of services between customers with whom it has contractual obligations in respect thereof and shall not be obliged to purchase goods from a third party or sub-contract to make good such shortages or performance

10 Termination

The Seller reserves the right without notification to the Buyer to suspend further deliveries and/or performance of Services in the event of:

- 10.1 any payment not having been made when due;
- 10.2 the Buyer committing an act of insolvency;
- 10.3 the Buyer ceasing to or threatening to cease to carry on its business;
- 10.4 should the Seller at its discretion consider at any time the financial circumstances of the Buyer have ceased to justify the credit terms allowed; or
- 10.5 the Buyer breaching any part of clause 20 of these Terms and Conditions.

If Goods have been delivered and not paid for and an event occurs as set out in this clause 10 the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

The termination of the Contract however arising is without prejudice to the rights duties and liabilities of either the Buyer or the Seller accrued prior to termination.

11 Insurance

- 11.1 The precise limits of any appropriate insurance cover are primarily within the Buyers knowledge thereby enabling the Buyer to effect his own insurance at more economic rates than the Seller, the Buyer agrees that in so far as the Buyer may require any insurance cover the Buyer shall effect the same such to include without prejudice to the generality of the foregoing.
- 11.1.1 Damage to physical property of any kind.
- 11.1.2 Economic and other consequence or indirect loss or damage. Therefore the Buyer acknowledges and accepts that it is reasonable for the seller to limit its legal liability and its liability to pay damages as set out in these conditions
- 11.2 The Buyer insurers shall in no circumstances whatsoever have any rights arising or remedies against the Seller additional to those of the Buyer.

12 **Health and Safety**

- 12.1 The Buyer agrees only to use the goods and obtain services for uses specified in the Seller's current sales literature or for other uses which the Seller has specified notified in writing to the Buyer as being in Seller's opinion free from risk to health and safety.
- 12.2 The Buyer agrees to pay due regard to any information or advice relating to the use of the goods or products or the services which the Seller may at any time furnish to it and agrees that before the goods are used it will if requested by the Seller furnish the Seller with a written undertaking to take any steps which the Seller may specify with a view to ensuring that the goods will be safe and without risk to health when used.
- 12.3 Any written undertaking given pursuant to paragraph 12.2 above shall be deemed to have effect as forming part of the contract for supply

13 **Quantities**

On all orders the Seller shall have the right to ship and bill for a quantity of goods greater or less than the exact quantity up to a variation of 10% unless otherwise expressly provided for on the Order Acknowledgement

14 **Buyer's Property**

Any material or property of the Buyer or material or property supplied to the Seller by or on behalf of the Buyer is supplied entirely at the Buyer's risk and the Seller will not be liable or held responsible for any loss or damages to such material or property whether or not attributable to the acts defaults or negligence of the Seller or any of the Seller employees or agents.

15 **Assignment/Delegation**

- 15.1 The Seller may assign delegate license hold on trust or sub-contract all or any part of its rights or obligations hereunder.
- 15.2 The contract is personal to the Buyer who may not assign delegate license hold on trust or sub-contract all or any of its rights or obligations hereunder without the Seller's prior written consent.

16 **Intellectual Property**

Unless otherwise agreed in writing between the Seller and the Buyer the Copyright Designs and Patents Act 1988 shall apply to all or any intellectual property rights created during or relating to any aspect of the performance of the Contract.

17 **Variation**

Save as set out in the Contract these Terms and Conditions may only be varied or amended in writing and signed by a director of the Seller.

18 **Waiver**

The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver of any breach shall operate as a waiver of any subsequent breach and shall only apply to the individual contract for supply in relation to which it is made.

19 **Severability**

If any term or condition herein or part thereof is held to be invalid for any reason by any court or competent authority, it is to be deemed removed from the contract for supply without prejudice to the validity or effectiveness of the remaining terms and conditions thereof.

20 Compliance with Relevant Requirements and Relevant Procedures

- 20.1 The Buyer shall and shall procure that persons associated with it or other persons who are involved in or connected (directly or indirectly) with the purchase of Goods or Services in connection with the Contract shall:
- 20.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (**Relevant Requirements**), including but not limited to the Act or any amendment or re-enactment thereof (**Act**);
 - 20.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act if such activity, practice or conduct had been carried out in the UK;
 - 20.1.3 comply with the Seller's Ethics, Anti-bribery and Anti-corruption Policies (annexed to the Contract) as the Seller may update them from time to time (**Relevant Policies**).
 - 20.1.4 not do, or omit to do, any act that will cause or lead the Seller to be in breach of any of the Relevant Requirements or Relevant Policies;
 - 20.1.5 promptly report to the Seller any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of the Contract;
 - 20.1.6 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Act, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 20.1.2, and will enforce them where appropriate;
 - 20.1.7 if requested, provide the Seller with any reasonable assistance, at the Seller's reasonable cost, to enable the Seller to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;
 - 20.1.8 within one month of the date of the Contract, and annually thereafter, certify to the Seller in writing signed by an officer of the Buyer compliance with this clause 20 by the Buyer and all persons associated with it or other persons who are involved in or connected (directly or indirectly) with the purchase of Goods or Services in connection with the Contract. The Buyer shall provide such supporting evidence of compliance as the Seller may reasonably request.
- 20.2 The Buyer shall indemnify the Seller against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Seller as a result of any breach of this clause 20 by the Buyer.

20.3 Audit and record keeping

- 20.3.1 The Buyer shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Buyer in connection with the Contract and the steps taken by the Buyer to comply with the Relevant Requirements, the Relevant Policies and clause 20.1.2, in each case during the previous six years. The Buyer shall ensure that such records and books of accounts are sufficient to enable the Seller to verify the Buyer's compliance with its obligations under this clause 20.

- 20.3.2 The Buyer shall permit the Seller and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 20, to access and take copies of the Buyer's records and any other information held at the Buyer's premises and to meet with the Buyer's personnel to audit the Buyer's compliance with its obligations under this clause 20. Such audit rights shall continue for three years after termination of the Contract. The Buyer shall give all necessary assistance to the conduct of such audits during the term of the Contract and for a period of three years after termination of the Contract.
- 20.4 The Buyer warrants and represents that:
- 20.4.1 its responses to the Seller's anti-bribery and anti-corruption due diligence enquiries are complete and accurate;
- 20.4.2 neither the Buyer nor any of its officers, employees or other persons associated with it:
- 20.4.2.1 has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- 20.4.2.2 having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- 20.4.2.3 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
- 20.4.3 none of the officers or employees of the Buyer or any person associated with it or any other person who is involved in or connected (directly or indirectly) with the purchase of Goods or Services in connection with the Contract is a foreign public official; and
- 20.4.4 no foreign public official owns a direct or indirect interest in the Buyer or any person associated with it or any other person for whom the Buyer is responsible under clause 20.4.3 and no public official has any legal or beneficial interest in any payments made by the Seller under the Contract.
- 20.5 The Buyer shall promptly notify the Seller if, at any time during the term of the Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 20.4 at the relevant time.
- 20.6 In accordance with clause 10.5, breach of this clause 20 shall be a ground for termination of the Contract by the Seller in accordance with clause 10.
- 20.7 If the Seller terminates the Contract for breach of this clause 20, the Buyer shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.
- 20.8 Regardless of any other provision in the Contract, the Seller shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.
- 20.9 For the purpose of this clause 20 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Act (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively and, for the purpose of this clause 20, a person associated with the Buyer includes but is not limited to any agent acting on behalf of the Seller or any person associated with the Seller.