

TERMS & CONDITIONS – PACKAGE/LOT SALES

PACKAGE/LOT SALES

The following conditions will apply for Package/Lot sales, and are in addition to, the Air & Ground Standard Terms and Conditions of Sale.

1. Buyer Acknowledgment

The Buyer acknowledges that this sale IS NOT a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 / 1999 Regulations and the Buyer shall not seek to rely upon any conditions or warranties implied thereby or by any other legislation.

The Buyer's placement of a purchase order for the Goods constitutes acceptance of the said Goods "As is", "Where is" As Lying" and Ex-works (Incoterms 2010). The Goods are offered with all faults, imperfections and with all error or misstatements of description, measurement, weight, quantity, quality, number or otherwise (whether of a substantial nature or not). The Goods will be sold with no grading or guarantees and can include used items, salvage, raw returns, ex-display, repossessed and seized goods. Statements made orally or printed are merely matters of opinion, not fact, and therefore the Buyer shall have no claim against the Company or return the goods in respect of any such faults, errors or misstatements.

The Goods have been stored as received from 3rd Parties. Such Goods have been stored in controlled conditions but the exact condition of the goods for sale is not known and quantities may be discrepant (+/-). Buyers should therefore note that the information and descriptions provided in stock listings for specific sales are merely for the general identification of the goods and do not represent any clearly defined characteristics in terms of lawful purchasing. The Company accepts no responsibility nor makes any warranties regarding the contents of a sale in respect of condition and quantity of the Goods. . Information in the Lot and Items descriptions are provided to assist prospective Buyers, but the accuracy of this information is not guaranteed. It remains the prospective Buyer's responsibility to verify the information provided, including but not limited to item description, condition, quantity, estimated weight or other factors.

The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation. Information provided by the Company is not guaranteed and should not be considered as a substitute for the prospective Buyer's due diligence in physically inspecting the Goods

The Company reserves the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in various systems' capabilities

These conditions apply to the Package/Lot sales made by the Company and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

2. Warranty

There are no warranties, either expressed or implied, and there will be no returns, credits or exchanges

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3. ADVISORY: AIRCRAFT COMPONENTS, ELECTRICAL & ELECTRONIC AND SAFETY EQUIPMENT

The Buyer undertakes to defend and hold the Company harmless from any and all demands, suits, actions or claims of whatsoever nature arising from or out of violation of this Advisory.

3.1 Aircraft components. Prospective Buyers are advised that aircraft components offered in these package/lots sales may not be certified as current state for use on aircraft by the regulatory authorities. The Buyer of such components gives an undertaking that these parts will not be offered for onward sale or sold for use on aircraft unless appropriate certification is obtained.

3.2 Safety and survival equipment. Buyers of safety and survival Safety equipment hereby advised that such equipment may not be free from defect, and may not have current certification in place to be used for the purpose for which it was originally intended. The Buyer certifies that he/she will obtain any necessary repairs or re-certification needed before putting such safety equipment into use, or before re-selling the equipment as useable.

3.3 Electrical and electronic equipment. Buyers are to be aware that electrical and electronic equipment has not been tested and should not be used without testing by a qualified engineer.

4. Removal of Goods

A schedule for the removal of the Goods will be agreed between the Company and the Buyer. The Buyer shall remove all Goods items purchased within the time limit. If, for any reason, removal cannot be completed within the specified time the Buyer shall arrange with the Company for an extension of time. In the event that the Company at its absolute discretion agrees to an extension of the removal period to accommodate the Buyer's request then the liability and risk of loss or damage to the Goods shall transfer to the Buyer. Prior to the expiry of the extension, if the property is not removed, the Buyer must make arrangements for the continued storage of the Goods

Unless agreed otherwise the following charges will be applied for Goods that are is stored by the Company behalf of the Buyer:

£5 per pallet or part thereof per week for storage requested by the Buyer and authorised by the Company.

£10 per pallet or equivalent per week or part thereof for unauthorized storage.

Storage periods are calculated from the day following the expiry of the collection period and will be shown in calendar days or weeks; a week is Monday to Sunday.

The Buyer shall be responsible for all transportation costs and this will include insuring, rigging, loading and securing the Goods. The Company will assist in tailgate loading free of charge but will not guarantee a specific loading time. In consideration for this "no cost" loading service, the Buyer agrees to release, hold harmless, and waive any and all claims, causes of action, damages (including consequential damages and/or loss of use) or liabilities of any kind against the Company its employees, officers, agents or subcontractors.

The Buyer is responsible for providing any special to type storage media or transit containers.

The Buyer, or his authorised agent, shall be responsible for inspecting and counting the Goods at the time of removal. After this time, claims related to any information provided by the Lot description or Item description will not be accepted.

The Buyer of Goods from the Company are prohibited to resell or export the said Goods to countries, or any other territory, or individuals that are, or may become the subject of, embargo by the US or UK government at any time now or in the future