

## **STANDARD CONDITIONS OF TRADING**

### **1. INTRODUCTION**

1.1 In these conditions (the “Conditions”), the following definitions shall apply:

“Authority” means the Civil Aviation Authority of the United Kingdom or such other authority as may be agreed in writing by MAS and the Customer;

“Authorised Representative of MAS” means Director Griffiths Aero Limited T/A Marilake Aerosystems;

“Contract” means each contract between MAS and the Customer for the supply of Goods and/or Services concluded by way of an MAS quotation and the Customer’s written request for an Order when accepted by MAS in writing;

“Customer” means any person, firm or body corporate buying or offering to buy goods and / or services from MAS;

“Equipment” shall mean any aircraft, part or component thereof including the aircraft documents, and any other Customer property furnished by or on behalf of the Customer to MAS and upon which or in relation to which Services are or are not to be performed by MAS;

“MAS” means Griffiths Aero Limited T/A Marilake Aerosystems Limited;

“Intellectual Property Rights” shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Indemnified Parties” means MAS, its agents, sub-contractors and its and their respective employees, officers and directors;

“Goods” means the goods (or any part of them) set out in the Order;

“Order” means the Customer’s request for the supply of Goods and/or Services as set out in MAS’s quotation or otherwise howsoever a contract for the supply of Goods and/or Services is concluded;

“Services” means the services to be performed by MAS as set out in the Order.

**1.2 THE CUSTOMER’S ATTENTION IS DRAWN PARTICULARLY TO CLAUSE 6 WHICH EXCLUDES OR LIMITS MAS’S LIABILITY.**

**2. GENERAL**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Order shall only be deemed to be accepted when MAS issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.2 These Conditions shall apply to each and any Contract and no additions or alterations or terms inconsistent herewith shall have effect unless expressly accepted in writing by an Authorised Representative of MAS.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MAS which is not set out in the Contract.

2.5 Subject to clause 2.6, no variation of these Conditions shall be binding unless agreed in writing between authorised representatives of MAS and the Customer.

2.6 MAS reserves the right to revise these Conditions from time to time on giving to the Customer reasonable advance notice of the changes and a copy of the revised terms.

**3. PRICES**

3.1 The price for Goods and/or Services shall be the price set out in the Order or estimate given in advance of work commencing and/or goods being delivered, or if no price is quoted, the price set out in MAS’s published price list as at the date of delivery.

3.2 MAS’s prices, estimates and quotations do not constitute an offer made by MAS and, in any event, MAS may at its absolute discretion refuse to accept any Order.

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Written acceptance by MAS of each separate Order shall constitute a separate Contract between MAS and the Customer.

3.3 Where prices have been quoted to the Customer, MAS shall have the right on reasonable notice to vary the prices quoted to reflect any increase in cost to MAS due to any factor beyond its control including, without limitation, any foreign exchange fluctuation or currency regulation; alteration of duties; significant increase in the costs of labour, materials or other costs of providing services; change in delivery dates or quantities of goods requested by the Customer; delay caused by any instructions of the Customer; or failure of the Customer to provide to MAS adequate information, instructions, special tools or materials expressly required.

3.4 Where an increase is proposed by MAS in accordance with Clause 3.3 above, this shall be communicated to the Customer in writing by MAS and acceptance of the increase must be confirmed by the Customer in writing to MAS before work is commenced.

3.5 All prices are exclusive of any applicable value added tax and other taxes, duties, fees and impositions, which shall be added to the price where appropriate and for which the Customer shall be additionally liable to pay to MAS in accordance with these Conditions.

3.6 If after the issue by MAS of its written acceptance of an Order for the provision of Services it becomes apparent that additional work not initially agreed to be provided by MAS is necessary, MAS shall submit a quotation for such work. Acceptance of such quotation in writing by the Customer will constitute a Contract governed by these Conditions. If the Customer does not accept such quotation in writing, MAS may invoice in respect of the Services completed and reassemble and package any of the Customer's property in MAS's possession for delivery to the Customer, at the Customer's cost.

#### **4. TERMS OF PAYMENT**

4.1 Payment shall be made by electronic transfer of immediately available funds to the account set out in the invoice unless a credit period has been agreed to in writing by MAS. If the Customer does not have a credit account, payment must be made by wire transfer in advance of the delivery of the Goods and /or the commencement by MAS of the Services and on production of a proforma invoice by MAS. If the Customer has a credit account, then payment must be made within the timescale set out therein.

4.2 Time for payment of sums due to MAS shall be of the essence. Invoices are due for payment, without any withholding, set off, counterclaims, deduction or deferment of any kind. Without prejudice to MAS's other remedies, if the Customer fails to make payment in accordance with the terms of this Clause 3, MAS reserves the right to suspend the provision of any Services and/or withhold the supply of any Goods for

the duration of such failure to pay and/or add interest to the outstanding balance at the higher of the rate set by law and the rate of 8% per annum above the minimum lending rate of Lloyds Bank PLC from time to time in force, accruing daily. If payment is not made by the due date, all monies owing (whether due or not) by the Customer become immediately due.

4.3 Payment shall be made to MAS in the relevant currency as set out in the invoice.

4.4 In the event of the Customer becoming insolvent, or entering into administration, receivership, liquidation, bankruptcy, creditors voluntary arrangement or any other arrangement with its creditors which gives MAS reasonable grounds to doubt the ability of the Customer to pay any money owed to MAS, all amounts then outstanding and owed by the Customer to MAS shall become immediately due and payable.

4.5 MAS may, if it considers it reasonably prudent to do so, by written notice to the Customer, revoke any credit granted to the Customer and require payment on account and/or payment in advance, and all such payments shall be payable on demand.

4.6 It is hereby expressly agreed by the parties that upon any termination of this Contract pursuant to Clause 14, the Customer shall pay MAS all unpaid and outstanding fees and/or expenses owed through to the effective date of termination of this Contract, with payment made no later than the termination date of this Contract. It is further expressly agreed by the parties that in the event of any inconsistency regarding time for payment caused by disparity between this Clause 4.6 and any other part of Clause 4 of this Contract, this clause 4.6 shall prevail and payment shall accordingly be immediately made.

4.7 If the Customer is a subsidiary of another company and/or a holding company then MAS shall be permitted to pursue any debts owed by the Customer from the parent or holding company as if the parent or holding company was a direct party to this contract and the Customer hereby warrants that any parent or holding company shall be put on notice of this ability of MAS within 72 hours of this Contract being finalised. Further, if requested by MAS, the Customer shall within 48 hours of such a request being made provide to MAS written confirmation that notice of this ability of MAS has been served on the parent and/or holding company of the Customer, as applicable.

## **5. OBLIGATIONS OF THE PARTIES**

5.1 Where the Services or Goods to be provided include any handling and/or servicing of any Equipment, MAS agrees as follows:

5.1.1 that it will perform the Services with reasonable care and skill in accordance with all applicable laws, airworthiness regulations, requirements of the Authority

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overhaul manuals, manufacturers' current written technical instructions and mandatory service bulletins. Should there be inconsistency between any of the standards required by the Authority, manufacturer, applicable laws or regulations, then MAS shall consult with the Customer and agree a plan of action in writing which shall thereafter be implemented with the Customers' full knowledge and consent and in full satisfaction of MAS's obligations.

5.1.2 that the Goods will conform to the description (if any) contained in the Contract. MAS reserves the right to amend the description of the Goods if required by any applicable statutory or regulatory requirements. Nothing in this clause shall give rise to MAS having liability for defective goods supplied by third parties;

5.1.3 that the Services will conform to the specification contained in the Contract. MAS shall have the right to make any changes to the Services which are necessary to comply with any applicable statutory, regulatory or safety requirement, or which do not materially affect the nature or quality of the Services, and MAS shall notify the Customer in any such event;

5.1.4 that it is (as applicable) fully certified and holds the appropriate airworthiness approval;

5.1.5 that it will use reasonable efforts to pass on to the Customer the benefit of any assignable third party warranties in respect of the Goods and/or Services; and

5.1.6 that all materials and spare parts including but not limited to rotatable and repairable components used in relation to the Services will be obtained from sources approved by and acceptable to the Authority, and further, that all spare parts shall be accompanied by appropriate documentation and/or tags as required by the Authority.

5.2 MAS Warranty is limited to workmanship performed. Repairs (6 Months from date of release) Overhauls (12 Months from date of release) unless expressly agreed in writing.

5.3 Claims by the Customer under the Warranty will be subject to receipt by MAS (at the Customer's cost) of a full report of claimed defects or deficiencies accompanied by any technical records (made up to date with all operating or flying times) and, if the claim involves Goods, details of any work carried out on and storage of the Goods after delivery together with delivery to MAS of the Goods to be remedied within 7 days of discovery of a claimed defect or deficiency. Such a report shall be obtained by MAS to include such information as may be reasonably required by MAS.

5.4 MAS does not warrant that the goods are fit for any particular purpose of the Customer.

5.5 The Warranty shall not apply in respect of

5.5.1 Any prior work, maintenance, refurbishment or rectification carried out by any party other than MAS; or

5.5.2 any Equipment which has been maintained or operated otherwise than in accordance with approved documentation or the manufacturers' instructions or which has been subject to any accident, abuse or mis-application or use in development or experimental running or subject to interference prior to receipt by MAS.

5.6 For the avoidance of doubt, in the event that MAS should undertake a repair for the Customer which is not covered by Clause 5.2 hereof but which the Customer feels should be covered by a warranty, the Customer shall be required on completion of the repair work to pay in full for all parts supplied and work undertaken by MAS pending outcome of the claim from the manufacturer and/or MAS.

5.6.1 For the avoidance of doubt, Goods supplied by third parties and/or manufacturers other than MAS are not covered by the warranty provided and MAS hereby confirms that no warranty is offered in respect of those Goods.

5.7 The Customer warrants to MAS:

5.7.1 that, if the Customer is not the owner of the Equipment, it has the approval and consent of the owner as its agent to authorise both the performance of the Services and the supply and fitting of any Goods in compliance with these Conditions, and agrees to accept liability to make payment for the Services supplied and/or Goods provided hereunder; and

5.7.2 that the terms of the Order are complete and accurate.

5.8 The Customer shall:

5.8.1 provide MAS with such information and documentation as the MAS may reasonably require to supply the Goods and/or provide the Services, and ensure that such information is accurate in all material respects; and

5.8.2 co-operate with MAS in all matters relating to the Goods and/or Services

5.8.3 keep confidential all information obtained from MAS which relates to MAS's pricing, pricing structures, terms of payments or the agreement reached between MAS and the Customer and shall not share, discuss, publish or disseminate such information save as required by Law or pursuant to a Court Order or as reasonably required to be shared with legal or accounting advisors in the course of their professional duties.



## 6. LIMITATIONS OF LIABILITY

6.1 Subject to Clause 6.2 below, MAS's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of the following:

(i) The Customer's applicable insurance policy deductible; (ii) US\$1,000.

6.2 MAS shall have no liability to the Customer under the Contract for any of the following types of loss or damage arising under or in relation to the Contract (whether arising for breach of contract, tort (including negligence), breach of statutory duty, breach of warranty, misrepresentation or otherwise):

(a) any loss of business opportunity whether anticipated or actually incurred; any loss or depletion of goodwill, reputation or similar such losses; any loss of management or staff time; or any wasted expenditure including sums paid under third party contracts regardless of whether any of the losses or damage are direct, indirect or consequential; or

(b) any indirect, incidental or consequential loss or damage whatsoever including but not limited to any diminution in the value of any asset or property (including aircraft) belonging to the Customer or any third party who has beneficial ownership of the asset or property (including aircraft) which is the subject of this Contract or is otherwise dealt with under this Contract

whether or not MAS was aware that such loss or damage might be incurred by the Customer.

6.3 In carrying out any of its obligations, MAS shall not be liable to the Customer for any damage caused to any Equipment by MAS or the Indemnified Parties unless such damage is caused by the wilful default of MAS or the Indemnified Parties.

6.4 MAS shall have no liability for Services performed other than by MAS in accordance with these Conditions nor any equipment, component, material or spare parts provided by MAS in the performance of the Services but obtained from a third party save that:

6.4.1 MAS shall endeavour to obtain from the supplier of such equipment, component, material or spare parts the best warranty terms reasonably available and where possible to make the benefit of any such warranty available to the Customer; and

6.4.2 if MAS agrees in writing that the remedy of any defect in any such equipment, component, material or spare parts may be carried out by the Customer or by an

alternative maintenance organisation, MAS's obligation shall be limited to the reimbursement of the direct labour and consumable material costs incurred in performing the work or to MAS's reasonable estimate of such costs whichever is the lower.

6.5 Save as provided for in these Conditions, MAS shall have no liability for any defect in the quality of the Goods or their failure to correspond to any description or to be fit for any purpose and all other conditions, warranties, stipulations and undertakings, whether express or implied by statute or common law are excluded. Additionally, the General Product Safety Regulations 1994 shall not apply to any goods supplied for repair or reconditioning before use.

6.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

6.7 Nothing in these Conditions shall exclude or restrict any legal liability of MAS for death or personal injury resulting from the negligence of MAS or restricts any of MAS's legal obligations arising under Section 12 of the Sale of Goods Act 1979 or under the Consumer Protection Act 1987 or in respect of fraud.

## **7. DELIVERY**

7.1 Any quoted delivery date, in relation to Goods, or completion date, in relation to Services, is MAS's best estimate and not a contractual commitment that is subject to damages or consequential losses. MAS fulfils its obligation to deliver when it makes the Goods available to the Customer or the Customer's agent for collection at MAS's premises or when it completes the Services. At the request of the Customer and at the Customer's expense, MAS will arrange for the carriage of Goods to a location other than MAS's premises and/or apply for any permit(s) or approval(s) specified by the Customer, but MAS shall have no liability for any failure to obtain any such permit(s) or approval(s) any loss or damage to the Goods while in transit nor for any act or omission (negligent or otherwise) of any third party in connection with such carriage. Where MAS performs the transportation it will, at its option, credit the cost of the relevant Goods and/or Services or repair or replace the Goods if there is any loss or damage during transportation resulting solely from MAS's negligence.

7.2 Risk in the Goods shall pass to the Customer upon delivery at MAS's premises or, if applicable, on despatch of the Goods to the Customer.

7.3 If the Customer fails to take delivery of any Goods within 7 days of MAS giving written notice that they are ready for collection, MAS shall be entitled, at its sole discretion, to store such Goods at the Customer's expense and/or to resell all or any part of such Goods without prejudice to any other right or remedy of MAS.



7.4 Where delivery of Goods to the Customer is to be by instalment, each instalment shall constitute a separate Contract. Any defect or failure in delivery of one or more instalments shall not entitle the Customer to cancel any other instalment.

## **8. PASSING OF PROPERTY**

8.1 Title to the Goods supplied (whether on their own or with or as part of performance of Services and whether separate and identifiable or incorporated in or mixed with other goods) by MAS to the Customer shall remain with MAS until full payment has been received by MAS whereupon the Customer shall take the Goods with full title guarantee and if possession of any Goods has been given to the Customer before title has passed, the Customer shall hold such Goods as bailee and shall store them in such a way as to enable them to be identifiable as property of MAS and not encumber them in any way until full payment has been made.

8.2 While acting as bailee of any Goods, the Customer shall on demand immediately notify MAS of the whereabouts of the Goods and give MAS, its employees and agents free access to them.

8.3 If MAS gives the Customer written notice that MAS has reasonable grounds for believing that any of the events set out in Clause 14 below has occurred or is about to occur, or that the Customer is in breach of any of the terms of an agreement incorporating these Conditions or if MAS considers with reasonable cause that the Goods may be in jeopardy, the Customer's authority to possess the Goods of which it is bailee shall automatically end and all such Goods and any other property of MAS shall be immediately re-delivered to MAS or surrendered to MAS.

8.4 As bailor of the Goods, MAS, either acting itself or through any agent, shall be entitled to enter upon or into any land, buildings, vehicle or aircraft where the Goods or part of them are situated or reasonably thought to be situated and may re-take possession of them at any time. If the Goods have been fitted to or fixed to an engine, aircraft or equipment of the Customer, MAS shall have the right to take possession of such engine, aircraft or equipment until the goods have been detached. To the extent permitted in law, MAS's title in the Goods shall not be affected by any stipulation in any other agreement entered into by the Customer with any third party, relating to the Equipment, that the Goods become part of an engine, an aircraft or equipment.

8.5 In the case of parts or components removed or replaced by MAS in the performance of Services, such parts or components shall become the property of MAS to the extent that they are replaced by MAS.

## **9. INDEMNITY AND INSURANCE**

9.1 Any property placed by the Customer in MAS's possession for any purpose whatsoever (whether the same are the property of the Customer or not) shall be

entirely at the Customer's risk and MAS accepts no responsibility in respect thereof nor for any loss or damage in respect thereto unless caused by the recklessness of MAS with knowledge of the probable consequences or wilful misconduct of MAS or its employees or agents providing they were acting within the scope of their employment.

9.2 The Customer authorises MAS to disassemble any property supplied to MAS by the Customer for the purposes of providing a quote for the supply of Goods or Services.

9.3 Subject to the limitation of liability in clause 6.1, MAS shall indemnify and keep indemnified the Customer from and against all actions, claims, demands, proceedings, costs, losses and expenses whatsoever (including reasonable legal fees) in respect of any loss of or damage to any property or the death of or personal injury to any officer, employee, agent or invitee of the Customer to the extent that such loss, damage, death or personal injury is caused by the wilful misconduct of MAS, its employees, officers, agents or subcontractors arising out of or in respect of any of the Services.

9.4 The Customer shall indemnify and keep the Indemnified Parties indemnified from and against all actions, claims, demands, proceedings, costs, losses, damages and expenses whatsoever (including legal fees) in respect of:

(a) any liability to third parties (including, without limitation, in respect of death or personal injury, infringement of Intellectual Property Rights or loss or damage to any property) howsoever arising out of or in connection with any of the Goods or Services provided by MAS or Equipment given by the Customer into the Custody of MAS (including, without limitation, in connection with any flight undertaken by any aircraft delivered by the Customer to MAS); and

(b) arising from any breach by the Customer of these Conditions, except to the extent that such loss, damage, death or personal injury is caused by the recklessness with knowledge of the probable consequences or wilful misconduct of MAS. Where a loss falls to be borne as a risk insured by the Customer, the Customer shall arrange for its insurers to waive any rights or recourse against MAS to the extent of this indemnity.

9.5 The Customer shall, on demand, provide evidence acceptable to MAS that it has in full force and effect insurance in amounts and on terms acceptable to MAS in respect of the Equipment which may from time to time be subject to Services provided by MAS. Such insurance must include:

(a) aviation general legal liability insurance including, without limitation, third party, products, war and passenger legal liability cover; and

(b) aircraft hull all risks (including war risks) insurance in respect of loss or damage to the hull whilst flying or on the ground including a waiver of subrogation in favour of MAS, its directors, officers, employees, agents and subcontractors; and

(c) spares/property all risks (including war risks) cover in respect of any engine or part whilst not installed on the Customer's Equipment, including a waiver of subrogation in favour of MAS, its directors, officers, agents and subcontractors

## **10. LIEN**

10.1 MAS shall have both a general and particular lien over any Equipment, for all amounts whatsoever from time to time due or which become due to MAS from the Customer or the owner of the Equipment under any Contract or under any other agreement between MAS and the Customer and/or owner of the Equipment. MAS shall have the right to hold the Equipment in its possession pending payment of all such amounts.

10.2 MAS shall be entitled to payment of all costs and expenses incurred by it in exercising any lien including, without limitation, storage charges.

10.3 If for any reason the Customer fails to pay any sum owing to MAS on the due date for payment then MAS shall, if such amount or amounts are still unpaid at the expiry date of 30 days' notice to the Customer, be entitled without further notice to sell all or any of the Equipment in its possession and to apply the proceeds of sale in or towards satisfaction of all 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 MAS may be upon such conditions and at such prices as MAS shall consider reasonable and the Customer shall pay to MAS on demand any shortfall between the amount realised by such sales and amounts due to MAS as aforesaid. MAS shall account to the Customer for any excess immediately upon settlement of the amounts due.

## **11. TIME FOR PERFORMANCE**

11.1 MAS will use all reasonable endeavours to perform the Services to any schedule agreed in writing or, if none is stated, within a reasonable period of time. However, MAS shall not be liable for any failure or delay in the performance of the services if such failure or delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by any act of God, pandemic, lockdowns or other national or regional restrictions on the movement of people or equipment, fire, flood, accident, volcanic activity, labour dispute, theft, break-in, medical emergency, lightning, insurrection, war, act of terrorism, riot, power failure, delay in supply of materials, the discovery of hazardous materials or cargoes or regulation/application/requirements or request of any civil or military authority of the United Kingdom or otherwise whether or not having the force of law), and time shall not be of the essence in respect of this Agreement (except pursuant to Clause 4.2).

11.2 In the event that by reasons of any of the events referred to in Clause 11.1 MAS is only able to partially complete any Order, MAS shall be entitled to payment in accordance with Clause 4 in respect of such of the Services which have been performed, on a quantum meruit basis.

## **12. GOODS**

In the event that Goods are supplied by MAS (other than aircraft or equipment parts or components), notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Customer, it is hereby agreed that such sample was so exhibited and inspected solely to enable the Customer to judge for itself the quality of the bulk and not so as to constitute a sale by sample. The Customer shall take the Goods at its own risk as to their corresponding with the said sample or as to their quality condition or sufficiency for any particular purpose.

## **13. CANCELLATION**

The Customer may not cancel any Contract without the written consent of an authorised representative of MAS, which, if given, unless otherwise agreed in writing, shall be deemed to be on the express condition that the Customer shall indemnify MAS against all expenses, losses, damage, claims or actions arising out of such cancellation.

## **14. FINANCIAL CONDITION OF THE CUSTOMER**

14.1 If the events in (a) to (g) listed below occur, all sums outstanding to MAS shall become immediately due and payable and MAS may elect to proceed with the performance of contracts subsisting with the Customer or to treat such contracts as discharged. In the case of the latter, the Customer shall remain liable to indemnify MAS against all costs incurred by MAS in connection with such contracts until their discharge.

- (a) The Customer breaches any of its obligations to MAS under any Contract; or
- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or,
- (c) a receiver, liquidator, administrator, administrative receiver, trustee, encumbrancer or similar officer is appointed over the whole or any substantial part of the Customer's undertaking, property or assets or if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the

winding up of the Customer or the appointment of a receiver, liquidator, administrator, administrative receiver, trustee, encumbrancer or similar officer; or,

(d) the security of any of the Customer's secured obligations is enforced or any distress, execution, sequestration or other process is levied or enforced on or taken out against the Customer; or,

(e) the Customer enters into or offers to enter into any arrangements or composition for the benefit of its creditors; or,

(f) the Customer being an individual dies, is subject to a bankruptcy petition or order or becomes of unsound mind or a patient for the purposes of any statute referring to mental health; or,

(g) provisions equivalent to (c), (d), (e) or (f) in any other system of law apply to the Customer.

14.2 If a contract for Services and/or Goods is terminated under Clause 14, the Customer shall pay MAS in proportion to the quantity of Goods and/or Services (and other ordered work) completed (including Goods which MAS has ordered from any third party and for which it is committed to pay) at the time of termination together with the cost of all reassembly and packing work necessary to put the Customer's goods (and other property) in a condition suitable for delivery to the Customer. In each instance MAS may retain the Customer's goods pending payment of all of the Customer's invoices in full. Upon any termination of this Contract pursuant to Clause 14 or otherwise, the Customer shall pay MAS all unpaid and outstanding fees through to the effective date of termination of this Agreement, no later than the termination date of this Contract.

## **15. PROPERTY**

15.1 The Customer warrants that any designs, data, descriptions, instructions, materials and / or any other information of any kind (whether in oral, written, video, graphic or electronic form) furnished by it to MAS in relation to the supply of the Goods or Services by MAS under any Contract shall not cause MAS to infringe any Intellectual Property Rights of any third party.

15.2 The sale of any Goods does not convey or transfer to the Customer any licence or right to use any of MAS's Intellectual Property Rights which might form part of such Goods except to the extent that it is actually embodied in the Goods.

## **16. SUB-CONTRACTING**

MAS shall be entitled to sub-contract or assign all or any of its obligations hereunder without prior notice to or consent of the Customer.



## **17. EXPORT CONTROL**

17.1 The Customer shall always comply with the provisions and requirements of all export or import control laws, regulations or obligations in the United Kingdom, and any other country insofar as they are applicable.

17.2 The Customer shall be responsible for securing and complying with any non-EU or other governmental export or import licenses and/or authorisations, including import or export of the Aircraft or parts, as may be required because of any purchase of goods or services from the Company.

17.3 To the extent the Company may be required to obtain export or import licenses or authorisations, Customer will assist the Company in obtaining any such license or required authorisation. For the avoidance of doubt, the Company may refuse any order if, in the Company's sole but reasonable discretion, the sale or delivery of any goods or services hereunder may cause a violation of any non-EU or other governmental export or import law.

17.4 The Customer shall indemnify and hold harmless the Company from and against all claims, losses, damages, expenses, costs, demands, liabilities and proceedings suffered or incurred by the Customer and arising from or in respect of non-compliance with any of the requirements specified in this clause 17.

## **18. GENERAL**

18.1 Any notice required to be given in compliance with any of these Conditions shall be in writing. All notices shall be deemed to have been served on the date of delivery or refusal if delivered by hand, on the date of dispatch if faxed correctly and legibly and confirmation of delivery has been received by the sending party, and if sent by registered mail, on the date shown on any certified receipt issued by the postal authorities, in each case to the last known address of the party to which it is addressed. Notice may be served by either party by electronic mail, but will only be deemed to have been served after it has been formally acknowledged in a responding email, by the other party. In each instance, this will be to the email address(es) of the person or persons specified by each party to the other from time to time.

18.2 A person who is not a party to any Contract and / or these Conditions may not enforce any of the provisions of any Contract and / or these Conditions under the Contracts (Rights of Third Parties) Act 1999, save that any Indemnified Party may enforce any rights granted to it pursuant to Clause 9.4 of these Conditions.

18.3 No waiver by MAS in respect of any breach by the Customer of any of these Conditions shall operate as a waiver in respect of any prior or subsequent breach by the Customer of these Conditions.

18.4 If at any time any of these Conditions (or part thereof) hereof is or becomes illegal or void as a consequence of the operation of any law or regulation then the remaining provisions hereof shall remain in full force and effect.

18.5 The Customer warrants in its dealing with MAS that it is subject to civil and commercial law with respect to its obligations under these conditions and the transactions contemplated thereby constitute private and commercial acts done for private and commercial purposes and neither the Customer nor any of its assets is entitled to any immunity on the grounds of sovereignty or otherwise from any legal action or proceedings (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement).

18.6 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.7 These Conditions and any Contract (including any non- contractual obligations arising out of or in connection with these Conditions and/or any Contract) shall be governed by the laws of England and Wales and the Customer hereby submits to the jurisdiction of the Courts of England and Wales save that MAS shall retain the right to bring proceedings against the Customer in any other court which has jurisdiction.

## **19. MAS's PEOPLE**

The Customer agrees that during the period of performance and for a period of 12 months thereafter it will not solicit for employment or hire any of MAS's directors, officers, employees, agents and subcontractors who have been involved in providing Services, without MAS's express written consent, in which case MAS may seek appropriate compensation from the Customer (unless the individual is hired in response to a general advertisement made available to the public).

## **20. DATA PROTECTION**

20.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 18, Applicable Laws means (for so long as and to the extent that they apply to the parties) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

20.2. Both parties will ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential

20.3 The Customer shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of MAS has been obtained and the following conditions are fulfilled:

Marilake Aerosystems, Peartree Business Centre, Ferndown, Dorset. BH21 7PT. United Kingdom  
T +44 (0) 1202 863747 F +44 (0) 1202 863748  
www.marilake.com  
Registered in England 06725523

- (i) The Customer has provided appropriate safeguards in relation to the transfer;
- (ii) the Customer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iii) the Supplier complies with reasonable instructions notified to it in advance by MAS with respect to the processing of the Personal Data;

20.4 The Customer shall assist MAS, at MAS's cost, in responding to any request from a Data Subject and in ensuring compliance with MAS's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators

20.5 The Customer shall notify MAS without undue delay on becoming aware of (i) a request from a Data Subject and/or (ii) a Personal Data breach that may reasonably involve MAS or any data held or processed by MAS

20.6 The Customer shall (1) at the written direction of MAS, delete or return Personal Data and copies thereof to MAS on termination of the Contract unless required by Applicable Law to store the Personal Data; and (2) maintain complete and accurate records and information to demonstrate its compliance with the above obligations and allow for audits, on reasonable notice, by MAS or MAS's designated auditor.

20.7 The Customer shall indemnify MAS in relation to all costs, expenses, fines and/or other financial costs incurred or imposed on MAS as a result of any failure or alleged failure by the Customer to process, secure, delete, securely hold or deal with (including to transfer or not to transfer if/as applicable) data of any type as required by Law.

## **21. ANTI BRIBERY AND CORRUPTION**

21.1 The parties aspire to work and conduct business with high ethical standards upheld at all times. MAS and the Customer agree not to give, promise to give, solicit, induce, cause to be offered or paid, or accept any bribe, payment, gift or hospitality with the expectation or hope that they will improperly be given a business advantage, or as a reward for a business advantage already improperly given.

21.2 Both MAS and the Customer agree and commit not to give, solicit, induce or cause to be offered or paid, or accept a payment from a Third Party where it is known or suspected that it is offered or given with the expectation that the Third Party will improperly obtain a business advantage.

21.3 MAS and the Customer both agree and commit to uphold both the spirit and the letter of their own anti-bribery policy, and neither shall threaten or retaliate against

any person or entity who has refused to commit a bribery offence or who has raised a concern regarding standards and the requirements of any bribery policy in place and/or the Bribery Act 2010. Both MAS and the Customer hereby agree to within 7 days share with the other party their anti-bribery policy at any time during which this Contract is in force and for any time up to 3 months thereafter upon receipt of a written requested from the other party by email, letter or fax.