

**GAMA SUPPORT SERVICES LIMITED / GAMA AVIATION (ENGINEERING) LIMITED /
GAMA ENGINEERING LIMITED / RONALDSON AIRMOTIVE LIMITED / HANGAR 8
ENGINEERING LIMITED**

**STANDARD TERMS AND CONDITIONS OF BUSINESS FOR THE SALE OF GOODS AND
SERVICES (2015 EDITION)**

1. DEFINITIONS & INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply to the Contract.

"Company"	means all or any of Gama Support Services Limited, Gama Aviation (Engineering) Limited, Gama Engineering Limited, Ronaldson Airmotive Ltd, Hangar 8 Engineering Limited, as the supplier party in relation to an Order and as context requires.
"Contract"	means the contract between the Company and the Customer for the provision of Supplies by the Company to the Customer, pursuant to any Quotation and upon these Standard Conditions.
"Customer"	means any person, firm, body corporate or other entity offering to buy / buying goods and/or services as identified in the Order, having a place of business at the address for correspondence shown in the Order.
"Event of Default"	means an event specified as such in clause 10.2.
"Force Majeure"	means any act, event or omission beyond the Company's reasonable control, including strikes, lock-outs or other industrial disputes, difficulty in obtaining labour materials or transport, the act or omission of a third party, breakdown of machinery, power failure, natural catastrophic event, war (declared or undeclared), riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, fire or flood.
"Group Company"	means any company (other than the Company) which is a subsidiary (either directly or through one or more intermediate companies) of Gama Aviation plc
"Intellectual Property Rights"	mean (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) know-how and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.
"Order"	means the Customer's firm order for the Supplies, comprising collectively of the Customer's request, the Company's Quotation and the Customer's written acceptance thereof.
"Party"	means each of the Company and the Customer and includes their successors in title, permitted assignees and permitted transferees.
"Quotation"	means a quotation by the Company (which may include any Specification) for the provision of goods, materials, work or services to the Customer by the Company.
"Special Conditions"	mean the conditions set out or referenced in the Company's Quotation (whether marked as Special Conditions or not).

"Specification"	means the document (if any) which sets out the agreed design, work order, performance, functionality of and procedures for the Supplies and any training to be provided.
"Standard Conditions"	means these Standard Terms and Conditions of Business for the Sale of Goods and Services (2015 Edition).
"Supplies"	means any goods, materials, work or services which are proposed to be provided by the Company to the Customer pursuant to the Quotation.
"VAT"	means value added tax as provided for in the UK Value Added Tax Act 1994.

- 1.2 Clause headings are for convenience only and shall not affect the interpretation of these Standard Conditions.
- 1.3 Words in the singular shall include the plural and vice versa.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. CONTRACT FORMATION

- 2.1 Subject to clause 2.3, the Order constitutes a firm and unconditional acceptance by the Customer to purchase the Supplies pursuant to the Quotation **provided that**, if the Order is not received by the Company by close of business (meaning 5.30 pm, UK time) on the fourteenth (14th) day after the date of the Quotation to which it relates, then unless the Company shall expressly agree otherwise in writing prior to such date and time, the Quotation lapses, ceases to be capable of acceptance and is deemed to have been withdrawn at that time on that date without further notice to the Customer and without the Company incurring any liability to the Customer arising from such lapse / withdrawal.
- 2.2 The Company's price lists or estimates do not constitute offers made by the Company. The Company may in its absolute discretion withdraw or amend any Quotation at any time prior to receipt by it of the Customer's Order and in that event the Company may, but shall not be obliged, to issue a substitute Quotation. In the event it does so, with effect from issue of a later Quotation the earlier Quotation shall be deemed superseded and be no longer capable of acceptance, without the Company thereby incurring any liability to the Customer. Quotations are based on prevailing prices of parts and materials and manufacturing costs at the date of the Quotation and are subject to confirmation by the Company at the date of the Order.
- 2.3 The Order must be unconditional and must not seek to vary or add to the terms set out in the applicable Quotation, the Special Conditions or these Standard Conditions. Any Order which purports to do any of these things shall not constitute an acceptance of the Quotation and shall not serve to form a contract between the Parties for the supply of Supplies nor impose any liability on the Company but shall instead amount to a counter-offer, which the Company may reject in entirety, accept in entirety or accept in part subject to modifications / conditions, thereby amounting to a further counter-offer, which the Customer may then accept by placing an Order accordingly.
- 2.4 On the receipt by the Company of the Order in accordance with clause 2.3 and within the time period specified in Clause 2.1, a Contract for the provision of the Supplies shall come into effect between the Parties.
- 2.5 It is expressly agreed that any other terms and conditions of business contained in any acknowledgements, standard forms or other documents issued by either Party and/or in the

Customer's initial request, letter of offer, technical proposal or other similar documents issued by the Customer to the Company in respect of the Supplies or implied by trade custom, practice or course of dealing shall not apply, whether such terms are introduced before or after the date of the Quotation or the Order.

2.6 In the event of any conflict, the following order of precedence shall apply:

2.6.1 the Special Conditions;

2.6.2 these Standard Conditions;

2.6.3 the Specification; and then

2.6.4 any other relevant documents referenced in the Quotation.

3. SCOPE OF SERVICES

3.1 The Company shall provide the Supplies to the Customer in accordance with the Quotation.

3.2 The scope of services to be provided by the Company shall be as set out in the Quotation prepared by the Company and issued to the Customer.

3.3 If in the Company's opinion it is desirable that the goods are overhauled where repair has been instructed by the Customer, or vice versa or following further inspection the Company determines that additional work is required, the Company shall so inform the Customer and, with the Customer's written agreement, the Company shall carry out the work accordingly. Any period of time quoted or specified by the Company for the work in the Quotation shall be extended by the period necessary for any further work to be carried out and the Company shall be entitled to be paid by the Customer for such additional work together with any costs involved in inspection for such purposes.

3.4 If in the Company's opinion an aircraft or any equipment or part is by reason of damage or otherwise beyond economic repair or overhaul, the Company shall so inform the Customer. Any further work shall be as agreed between the Company and the Customer in writing and the Company shall be entitled to be paid by the Customer for such additional work together with any costs involved in inspection for such purposes.

3.5 If the Company is required to remove or replace any parts or equipment, the Company may dispose of them however it sees fit unless the Customer otherwise instructs the Company in writing prior to proposed disposal.

3.6 If the Company considers it necessary or desirable to carry out flight or other testing of any aircraft, equipment or part, then the Company shall advise the Customer and the cost of any such flight or other tests and any charges and expenses incurred in connection with them shall be paid by the Customer.

3.7 The Company's prices are calculated in the expectation that the Company shall itself provide all necessary parts and arrange for any work required to be done by third parties. Consequently, the Company shall be entitled to charge a handling charge in respect of any parts supplied by or through the Customer, and any work arranged with a third party by the Customer, at such rate as the Company may at its discretion determine not exceeding fifteen per cent (15%) of the value of the part or work in question.

4. PRICE & PAYMENT

4.1 Where the prices are agreed at the time of the Quotation, they shall be set out as a Special Condition. Where prices (or any part thereof) are not agreed at the time of the Quotation, the Company shall be entitled to make a reasonable charge for work undertaken.

- 4.2 All prices shall be net and shall be exclusive of VAT and any similar tax or duty where applicable at the prevailing rate and any applicable customs, import, export and similar duties. If VAT is payable, it shall be separately identified on the invoice and shall be payable by the Customer.
- 4.3 Prices are ex works and do not include any costs in relation to any licences, certificates, permits, packing or collection by the Company or delivery to the Customer at any place other than the Company's premises, for which items the Company shall be entitled to make a reasonable charge. Unless otherwise agreed in writing, the Company may, at the Customer's cost, pack the Supplies as it reasonably considers necessary.
- 4.4 Any price quoted or agreed may be varied by the Company, by giving notice to the Customer, to take into account of increases in costs including (without limitation) the cost of materials, labour, manufacture and carriage, additional customs duties and taxes, exchange rate variations and additional costs incurred as a result of any subsequently imposed or amended requirement of any manufacturer or regulatory authority, or any act or instruction of the Customer. The Customer may cancel its Order in respect of any Supplies not yet provided to the Customer by notice to the Company within three (3) days of notification by the Company of any such price variation, except any resulting from an act or instruction of the Customer.
- 4.5 The Company shall submit to the Customer on or prior to the provision of the Supplies an invoice in respect of the Supplies provided to the Customer. Each invoice shall become due for payment within [ten (10) days] of the date of such invoice and in any case prior to delivery to the Customer of the Supplies without any deduction or set off whatsoever. If the Company requires a payment on account and/or in advance such payment shall be made by the Customer on demand. Time for payment is of the essence.
- 4.6 The Company reserves the right to charge interest on all overdue amounts on a daily basis, before as well as after any judgment and until receipt by the Company in full, at two per cent (2%) above the then current base rate of Barclays Bank plc (or, in its absence, a reasonable equivalent), compounded monthly, which the Customer shall pay on demand.

5. DELIVERY

- 5.1 Unless otherwise agreed in writing by the Company, delivery of the Supplies shall take place at the Company's premises.
- 5.2 The Company may make a reasonable charge for storing any goods which the Customer fails to collect within seven (7) days of notice from the Company that the Supplies are ready for collection. In the event of the Customer's failure to collect the Supplies within thirty (30) days of such notice, the Company may deal with or dispose of any such Supplies as it may determine and retain so much of any proceeds as is equal to or less than any amount owing to the Company, provided that any excess shall be paid to the Customer.
- 5.3 Supplies included in each delivery shall be deemed to be sold under a separate contract. Neither any non-delivery nor any shortage in delivery nor any claim by the Customer in respect of any delivery shall entitle the Customer to reject any balance of goods or services ordered.
- 5.4 Although the Company will use reasonable endeavours to meet any given delivery, redelivery or completion date, any such date is only the Company's best estimate and not a contractual commitment and time of delivery shall not be of the essence of the Contract. The Company shall not be liable for any delay in the provision of the Supplies unless resulting from the Company's wilful misconduct, and then its liability shall be limited to one per cent (1%) of the invoiced price for the Supplies for each month after the first month of delay, and pro rata for part of a month, subject to a maximum of five per cent (5%) of the invoiced price.

6. RISK & TITLE

- 6.1 Risk in Supplies shall pass to the Customer upon physical delivery thereof, whether at the Company's premises (or at such other place as may be agreed in writing by the Parties), to the Customer or its agent or to a carrier nominated by the Customer or, if earlier, upon the expiration of seven (7) days from the Company's notice that the Supplies are ready for collection.
- 6.2 Unless the Company expressly agrees otherwise or expressly waives this provision, title in any Supplies shall not pass to the Customer until payment of the price for such Supplies has been received by the Company in full and as cleared funds. Except as aforesaid, the Company shall remain legal and equitable owner of the Supplies (whether or not attached to or incorporated into any other goods, including without limitation aircraft) and the Customer shall be bailee of such Supplies for the Company until such payment receipt and the Customer shall where possible keep them separately, so that they are identifiable as the Company's property. The Customer shall hold so much of the proceeds of sale of any such Supplies, or goods incorporating them, as is necessary to discharge the Customer's indebtedness to the Company in trust for the Company.
- 6.3 The Company may recover from the Customer by way of an action for debt any sum due to the Company in respect of Supplies, whether or not title in the Supplies has passed.
- 6.4 Nothing in these Standard Conditions shall entitle the Customer to return any Supplies or refuse or delay payment, or shall affect the passing of risk as provided in clause 6.1.

7. CUSTOMER'S GOODS

- 7.1 Any goods (including without limitation aircraft) of the Customer in the Company's custody shall be held and handled entirely at the Customer's risk, with the Customer being responsible for insurance, and the Company shall have no liability in any way whatsoever for any loss or damage to such Customer's goods other than physical damage caused by the Company's wilful misconduct or negligence. Subject to clause 8, in no circumstances shall the Company be liable for any economic, consequential, financial or indirect loss or damage whatsoever (including, but not limited to, loss of profit, turnover or opportunity). The Customer shall have, and, on demand, present to the Company evidence of, adequate insurance cover for such goods and obtain from its insurers a waiver of any rights of subrogation against the Company.
- 7.2 The Company shall be entitled to a general and particular lien on any of the Customer's goods in the Company's possession for all amounts whatsoever and howsoever due from the Customer to the Company, even though such goods may from time to time have been removed from the Company's possession. Until proved otherwise the Company shall be entitled to assume that any such goods are the absolute property of the Customer, and the Customer shall indemnify the Company against all liability, damages and costs arising as a result of this not being the case. The Company shall be entitled to recover from the Customer all the costs and expenses of exercising such lien including (without limitation) storage charges.
- 7.3 If any amount due from the Customer to the Company is outstanding for more than thirty (30) days the Company may sell on such terms and at such price as it considers reasonable any of the Customer's goods in its possession and apply the proceeds of sale in total or partial satisfaction of such amounts together with all costs and expenses incurred in connection with the sale including (without limitation) storage, legal and other professional costs and charges. The Customer shall pay to the Company on demand any shortfall and the Company shall return any excess to the Customer. The Customer agrees to comply with the Company's reasonable requests in order to assist any such sale.

8. WARRANTY AND LIMITATION OF LIABILITY

8.1 Subject to clause 8.2, the Company warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Supplies shall:

- 8.1.1 conform in all material respects with the Specification and the Quotation; and
- 8.1.2 be free from material defects in design, material and workmanship.

The Company does not warrant that any Supplies will be suitable for any particular purpose unless expressly stated in the Specification or the Quotation.

8.2 The Company shall use its best endeavours to pass on to the Customer, at the Customer's cost, the benefit of any warranty in respect of the Supplies provided by any third party. The Company gives no warranty whatsoever in respect of any goods not manufactured by it or services not provided by it. The Customer shall have the responsibility to inspect and test all the Supplies provided to it before purchase.

8.3 If the Customer establishes to the Company's reasonable satisfaction within one (1) month or fifty (50) hours of operation from the date of provision of the Supplies to the Customer, whichever occurs earlier, that there was faulty workmanship or (subject to clause 8.2) defective goods in any Supplies provided by the Company, the Company shall at its sole discretion either credit the Customer with the price paid in respect of such Supplies or remedy the defect at its own cost provided that any goods concerned shall (where applicable) have been installed, operated and maintained in accordance with good air operator and engineering practice and the manufacturer's recommendations, without repair or alterations unless approved by the Company, and further provided that the Customer shall bear the cost of returning to the Company any Supplies to be remedied.

8.4 Subject as otherwise expressly provided in these Standard Conditions, the Company shall not be liable to the Customer in any manner whatsoever (whether in the law of contract, tort or otherwise) for any loss, damage or injury, whether direct, indirect, economic, consequential or of any other kind whatsoever, howsoever arising out of or in connection with the supply of any goods or services (including in particular, without limitation, in connection with any flight or other tests carried out) except to the extent resulting from the Company's wilful misconduct.

8.5 In no event shall the Company's liability to the Customer in any manner whatsoever in respect of any Supplies exceed the price actually paid by the Customer for the Supplies.

8.6 Nothing in these Standard Conditions or any other document forming part of the Contract shall exclude or limit the liability of either Party to the other for fraud or for death or personal injury resulting from its negligence.

8.7 The provisions of this clause 8 shall survive termination of the Contract, howsoever arising.

9. INDEMNITY

9.1 The Customer shall indemnify and hold the Company harmless against any and all liability, loss, claims, costs, expenses or damages of any nature whatsoever incurred by the Company as a result of or in connection with:

- 9.1.1 any liability to third parties howsoever arising out of or in connection with any Supplies supplied by the Company or any goods given by the Customer into the custody of the Company (including in particular, without limitation, in connection with any flight undertaken by any aircraft delivered by the Customer to the Company);
- 9.1.2 arising from the infringement or alleged infringement of any Intellectual Property Rights owned or controlled by a third party arising out of or in connection with work done under the Contract in accordance with the Customer's specifications;
- 9.1.3 the Customer's breach of the Contract;

9.1.4 any tortious (including negligent) acts, omissions or defaults of the Customer in connection with the provision of the Supplies; and

9.1.5 the Customer's breach of any of its statutory obligations.

9.2 The provisions of this clause 9 shall survive termination of the Contract, howsoever arising.

10. TERMINATION, EVENTS OF DEFAULT & REMEDIES

10.1 The Company may at any time terminate the Contract on giving the Customer written notice and in such case the Customer agrees that it shall be liable to pay to the Company for any goods delivered or services performed by the Company until the date of such early termination.

10.2 Each of the following events is an Event of Default:

10.2.1 the Customer fails to comply with any of its material obligations under the Contract (including but not limited to failure to pay for the Supplies when due) and/or is in breach (or is in the reasonable opinion of the Company in breach) of any applicable laws including but not limited to any applicable laws or regulations related to export control, and, if that default is capable of remedy, the Customer fails to cure that default within ten (10) days of the Company giving written notice to it requiring remedy; or

10.2.2 the Customer is or in the reasonable opinion of the Company is likely to become unable to pay its debts generally as they fall due; or

10.2.3 a resolution is passed at a meeting of the Customer for (or to petition for) its winding-up or administration, or the Customer presents any petition for its winding-up or administration, or an order for the winding-up or administration of the Customer is made, (unless in each case it is a voluntary solvent winding-up, reconstruction, amalgamation or reorganisation or part of a solvent scheme of arrangement), or commits an act of bankruptcy or (where the Customer is an individual) dies; or

10.2.4 the Customer agrees to any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties; or

10.2.5 any administrative or other receiver or any manager of all or substantially all of the assets of the Customer is appointed or an encumbrancer takes possession of, or any execution or distress is levied against, all or substantially all of the assets of the Customer and which is not paid out or discharged within thirty (30) days after such appointment, taking possession or levy; or

10.2.6 the Customer is acquired by or merged with any third party or any change of control shall occur; or

10.2.7 the Customer is or may be unable, in the Customer's reasonable opinion, to perform its obligations under the Contract.

10.3 On or at any time after the occurrence of an Event of Default, the Company shall be entitled (without prejudice to any other right or remedy) on giving written notice to the Customer to exercise any one or more of the following rights or remedies:

10.3.1 to reduce, suspend, reschedule or cancel any of the Supplies and in each case without having any liability to the Company arising from any such action;

- 10.3.2 to recover any goods (and all relevant records relating to such goods), which have not become the property of the Customer and to enter any premises of the Customer for such purposes (the Customer having deemed by its entry into a contract in accordance with these Conditions to have granted its permission to the Company to enter the Customer's premises for such purpose);
- 10.3.3 to recover such damages as it may have sustained in connection with or as a result of such Event of Default; and/or
- 10.3.4 to terminate the Contract in whole or in part.
- 10.4 Upon termination, howsoever arising, the Customer shall be liable to pay for any goods delivered to the Customer or at its direction and/or for services performed by the Company up to such date.
- 10.5 Termination of the Contract shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive, or which implicitly survives, termination.
- 10.6 The terms and conditions of the Contract do not derogate from any of the Company's statutory and common law rights and are in addition to those rights and not in substitution for them.

11. FORCE MAJEURE

- 11.1 Without prejudice to other provisions of these Conditions, the Company shall not be deemed in breach of the Contract or liable to the Customer for delay in performing its obligations, or failure to perform any such obligations, under the Contract, if the delay or failure results from any circumstance or event beyond its reasonable control including (without limitation) Force Majeure.
- 11.2 The Company shall as soon as reasonably practicable give the Customer notice of any such circumstance or event as is mentioned in clause 11.1 which causes the Company to delay or fail in the performance of its obligations. If the Company is affected by Force Majeure, it will use its reasonable endeavours to mitigate its effect.
- 11.3 If a Force Majeure exceeds a continuous period of thirty (30) days, then the Company shall have the right by written notice to the Customer to terminate the Contract immediately without having any liability to the Company. The Customer shall remain liable to pay for that part of the Supplies already delivered to the Customer prior to such termination.

12. NOTICES

Any notice under these Standard Conditions or the Contract sent by one Party to the other shall be in writing and shall be sent by first class post using recorded delivery to its address set out in the Quotation or the Order (as the case may be) or to such other address as may from time to time be notified by the one to the other and shall be deemed to be delivered two (2) business days after posting.

13. WAIVER

The rights of no Party shall be prejudiced or restricted by any indulgence or forbearance extended by such Party or by any delay in exercising or failure to exercise any right, and no waiver by any Party of any breach shall operate as a waiver of any other or further breach.

14. SEVERABILITY

If any of the provisions of these Standard Conditions or any other document comprising the Contract are found to be invalid, illegal or unenforceable this shall not affect the validity of the remaining provisions. In the event of such occurrence, the Parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision with a valid one achieving the same or a similar purpose.

15. ASSIGNMENT & SUB-CONTRACTING

- 15.1 The Company may at any time assign or transfer all or any of its rights and/or obligations under the Contract without the consent of the Customer.
- 15.2 The Customer may not assign or transfer all or any of its rights and/or obligations under the Contract without the prior written consent of the Company.
- 15.3 The Company may sub-contract any of its obligations under the Contract to any person (provided such person is approved by any regulatory authority whose approval is required).

16. ENTIRE AGREEMENT

These Standard Conditions, the Special Conditions and the Quotation and accompanying Order constitute the entire agreement between the Parties in relation to the subject matter of the Contract and no addition to or variation of any of them shall have any effect unless in writing and signed by persons duly authorised on behalf of each of the Parties.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A third party who is not a Party to the Order Acknowledgement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. LAW & JURISDICTION

- 18.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 18.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).