



GENERAL CONDITIONS OF BUSINESS

A General

These General Conditions of Business are the only terms of which Skycraft Services Limited will do business with the customer and shall prevail notwithstanding any printed or other conditions contained in any purchase order or acceptance of estimate or quotation. No other agreement, representation, promise or undertaking of any kind, unless expressly agreed in writing by Skycraft Services Limited shall alter, vary, supercede or operate as a waiver of these General Conditions. Skycraft Services Limited is hereinafter referred to as 'the Company' and the company, partnership, association or individual to whom the quotation, estimate, or contract is addressed is hereinafter referred to as 'the Customer'. The quotation, estimate or agreement is hereinafter referred to as 'the Contract'. 'The goods or services' means the items to be purchased by the Customer under the General Conditions herein.

B Customers' Goods

- (a) Any Contract made by the Company for services to be carried out by the Company, its sub-contractors or sub-suppliers is calculated on the basis that the Company shall not be liable for loss of or damage to the Customer's goods, howsoever caused, while the same are in the possession of the Company, its sub-contractor, or sub-supplier, or in transit, for any reason whatsoever.
- (b) Unless otherwise specifically stated, the Contract is exclusive of insurance against the occurrence of the events in paragraph (a) above.

C Estimates and Quotations

- (a) The Company may withdraw any quotation at any time before acceptance by Customer. Otherwise a quotation will lapse after thirty (30) days unless accepted by Customer, or unless revised or confirmed by the Company in writing.
- (b) In the case of services the price quoted shall cover only the items expressly described and detailed in the specifications or particulars provided and the Customer shall be liable to pay additional charges in respect of additional work found necessary for completion of the services.
- (c) Where services are required at other than the Company's premises estimations and quotations are based on an uninterrupted programme of work, and any delays beyond the control of the Company such as inclement weather, non-completion of works to be carried out by sub-contractors or sub-suppliers, non-availability of essential tools or materials, or other works or services not to be supplied by the Company, may incur additional charges.

D Prices

- (a) Prices apply only to the goods or services given in the Contract and they are not subject to any discount unless specifically stated.
- (b) Should between the date of the Contract and availability, the cost of the whole or any part of the goods or services be increased by reason of any increase in the costs to the Company of raw materials, direct labour, parts manufactured by sub-contractors or sub-suppliers, transport duties, or taxes or other duties payable by the Company or any other cost whatsoever beyond the control of the Company, the Company may increase the price charged to the Customer by the amount of the aggregate increase in cost.
- (c) Should the Company by reason of any matter beyond the control of the Company incur additional expenses not provided for in the Contract such additional expenses may be charged to the Customer in addition to the price.
- (d) Services will be charged for and invoiced to the Customer at the prices or charges prevailing at the time of performance of the services.
- (e) Unless otherwise specifically stated the price of goods or services in the Contract does not include costs for collection from the Customer and/or delivery to the Customer from the Company's location.
- (f) The price of any packaging materials, boxes or cartons for transportation is included in the Contract and after delivery they are the property of the Customer.
- (g) Unless otherwise specifically stated the Contract is exclusive of any sales tax, Value Added Tax, customs duty, import duty or any other tax or duty applicable thereto which may be or become payable by the Customer by virtue of any Act of Parliament.

E Payment

- (a) In the case of sale of goods, payment in full is due at the date of collection of the goods by the Customer, or at the date of delivery of the goods to the Customer, or within ten (10) days of the Company's invoice, whichever is the sooner.
- (b) In the case of services, payment in full is due upon completion of the work, or within ten (10) days of the Company's invoice, whichever is the sooner.
- (c) Payment for any goods or services the Customer requests the Company to hold availability for collection or delivery, in accordance with the Contract, will nevertheless become due in accordance with the terms of payment defined in paragraphs (a) and (b) above.
- (d) A deposit of fifty (50%) of the order value, or portion thereof, may be required for special items or large orders.
- (e) The Company reserves the right to charge compound interest at the rate of four per cent (4%) per month above the BARCLAYS' Base Rate, or part of any month, on the amount of any overdue debt for the period from the due date of payment to the date payment is received in full.

F Illustrations and Brochures

Illustrations and brochures shall not form part of any Contract, and where forwarded are intended to illustrate the type and general specification of the goods or services only.

G Goods Offered

The Company reserves the right to make amendments in matters or detail if an improvement in construction or performance may be achieved thereby, or to include

goods of equivalent performance if the goods referred to in the Contract should no longer be available.

H Guarantee

- (a) Where the goods are covered by a Manufacturers' warranty or guarantee the Customer shall accept and be bound by such warranty or guarantee being operative only during the period therein set out or while the goods remain in the Customer's possession, whichever is the shorter.
- (b) In the case of sale of goods possible faults have to be reported to the Company within fourteen (14) days of receipt of the goods by the Customer.
- (c) In the case of repair or servicing work the goods are not covered by any warranty or guarantee as their life expectancy is already reduced by prior use.
- (d) The Company's liability in respect of paragraphs (a) to (c) above shall be in lieu of all conditions and warranties implied by law as to the quality of fitness for any particular purpose of the goods or any part thereof and every such condition and warranty as aforesaid is hereby expressly excluded.

I Scope of Contract

The customer acknowledges that there are no terms of the Contract other than those set out herein in writing and the Contract is not entered into in reliance on any other representations.

J Inspection and Testing

Any inspections or tests other than those normally carried out by the Company, its sub-contractors or sub-suppliers must be agreed in writing and the Company may charge for this work in addition to the price.

K Delivery

- (a) The Company will endeavour to adhere to the Customer's requirements as far as availability and/or completion of work are concerned, but any dates given by the Company are business estimates only and the Company shall be under no liability whatsoever for delays in supplying goods and/or providing services.
- (b) The Customer is responsible for collection of the goods from the Company's location specified in the Contract.
- (c) If the Customer does not collect the goods within two (2) weeks of their availability, or requests the Company to store the goods, the Company may make a storage charge at its discretion for the period from when collection was due, or despatch could have been made, until collection or despatch to the Customer is fulfilled.
- (d) If the Company is asked by the Customer to deliver the goods, the Company shall be entitled to use any carrier it may select unless a carrier is specifically stated in the Contract, and the additional costs by the Company and the costs of the carrier will be charged to the Customer in addition to the price.
- (e) In the case of delivery by the Company, unless notified otherwise, the delivery address shall be assumed to be the address from which the order and/or correspondence has been received.

L Goods in Transit

In the event that the Company is asked by the Customer to deliver the goods the Company shall not be liable for damage or loss of goods in transit or for shortage on delivery unless notice in writing is given to the carrier concerned and to the Company within three days of the receipt of the goods and, in the case of loss of goods, notice in writing is given to the carrier concerned and to the Company within 14 days from the date of despatch and such other steps are taken by the Customer (including where applicable the giving of shorter notice to the carrier concerned) as may be necessary to preserve a claim against the carrier. If applicable, goods should be signed for 'unexamined'.

M Export of Goods

Any dues, duties, taxes, fees or charges incurred on account of or in connection with the export of any goods from the United Kingdom and/or the import of any goods into any other country shall be paid by the Customer and not by the Company.

N Part Exchange

On the sale by the Company to the Customer the Company shall credit the Customer with the agreed part exchange price. Otherwise the Company shall have no liability whatsoever to the Customer in respect of the part exchanged goods. If a contract between the Company and the Customer is cancelled by the Company or by the Customer in circumstances in which, under the Contract, the part exchanged goods are to be returned to the Customer the Company may return either the goods or, at the option of the Company, shall pay the Customer the then market value of the goods less the amount of any damages, costs, charges or other sums to which the Company is entitled from the Customer.

O Disposal of Worn Parts

Any time-lifed and/or worn and/or old parts or accessories removed or replaced by the Company during maintenance, repair or servicing by the Company or during preparation for estimating or quoting by the Company shall become the property of the Company and may be disposed of by the Company without reference to the Customer.

P Property and Risk

- (a) The property in the goods shall pass to the Customer when the Company has received payment in full. The risk in the goods will pass on collection of the goods from the Company or despatch of the goods to the Customer under the Customer's delivery instructions.
- (b) (i) After collection of the goods from the Company or despatch of the goods to the Customer and pending the passing of property in the goods to the Customer the Company shall; if any of the events referred to in paragraph (ii) below shall have occurred, have the right to repossess the goods and for that purpose to enter any premises where the goods may be installed or kept and to remove the goods and to exercise all the rights conferred by law on an unpaid seller.
(ii) Paragraph (i) above shall apply if the Customer shall fail to pay the price of the goods or any part thereof on the due date or shall commit an act of bankruptcy or if a distress or execution shall be levied or threatened upon any of the Customer's property or if the Customer (being a Company) shall enter into liquidation or have a Receiver of its assets appointed or if for any other reason whatsoever the Company shall on any reasonable grounds consider itself insecure.
- (c) The Company shall in no circumstances be liable to the Customer for loss or damage to the goods, however caused, after collection of the goods from the Company or despatch of the goods to the Customer under the Customer's delivery instructions.

Q Liability

- (a) Without prejudice to any rights accrued in favour of the Company in respect of any breach by the Customer of the Contract, the Company shall not be obliged to supply any of the goods or services if and so long as:

- (i) The Customer is in default in making any payment due to the Company or commits any breach of his other obligations under the Contract or;
 - (ii) The Customer is adjudicated bankrupt or commits any act of bankruptcy or makes any composition or arrangement with his creditors or (being a Company) enters liquidation (not being a voluntary liquidation for the purpose of reconstruction or amalgamation) or has a Receiver of its assets appointed.
- (b) The Company shall not be liable for:
- (i) Any failure to perform any of its obligations under the Contract due to Act of God, fire, theft, riot, war, embargo, strikes, industrial action, Government restrictions, act or omission on the part of the, or any other causes whatsoever beyond the reasonable control of the Company, or;
 - (ii) Any failure to supply any of the goods or services due to technical difficulties or;
 - (iii) Any indirect or consequential damage or loss (for example loss of profit) arising out of in connection with any breach by the Company, its servants or agents (on whose behalf and for whose benefit the Company makes this condition) of any of the Company's obligations under the Contract or;
 - (iv) Any loss or damage whatever which may be suffered by anyone as a result of any advice, information or engineering or other services provided by the Company, its servants or agents in good faith.

R Cancellation

- (a) No cancellation, suspension or variation of the Contract by the Customer shall be valid unless agreed by the Company in writing and agreement will only be given on terms which compensate the Company in respect of any losses arising as a result of any losses arising as a result of cancellation. The minimum of such cancellation charge shall be twenty per cent (20%) of the cancelled order or part thereof.
- (b) In the event that the Company is unable to perform any of its obligations, supply any of the goods or services, the Company may cancel the order and will pay the Customer the full amount of any prepayment.

S English Law

The Contract shall be governed by and interpreted in accordance with English Law.

T Notices

Any notice purported to be given under the Contract to the Customer shall be deemed to have been duly served and have been received by the Customer in due course of post, if sent by the Company by pre-paid letter post to the Customer at the Customer's last known address.

U Privacy

Skycraft Services Limited is committed to protecting the privacy of their customers and forthcoming customers to the business. We recognise and respect the importance of withholding personal information and we follow the General Data Protection Regulation (GDPR) to insure we act accordingly. For more information with regards to this you can refer to our privacy policy.

Skycraft, Propulsion Systems for Land, Sea and Air

Albany House & Brown's Yard • Silver Street • Litlington • Hertfordshire

Tel: 01763 852150 • Fax: 01763 852593 • www.skycraftservices.uk.net