

SWA Terms and Conditions of Sale

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|---|--|---------------------|
| Written by Duy Nguyen | Signature  | Date 02 AUG 2022 |
| Checked and Approved by <i>Dajana Jarczynska</i> | Signature  | Date 02 AUG 2022 |
| Checked and Approved by J. HOCKANAY | Signature  | Date 02 AUG 2022 |
| Released by DUY NGUYEN Quality Use only | Signature  | Date 03 AUG 2022 |

Revision Record

| Issue | Details of Change | Written By | Date |
|-------|-----------------------------|-------------------|--------------------|
| 1 | Initial Release | David Spencer | 02 Feb 2021 |
| 2 | <i>§ 7.3 wording added.</i> | <i>Duy Nguyen</i> | <i>02 Aug 2022</i> |

1. DEFINITIONS

In these Conditions, the following definitions apply:

Acknowledgment: the Supplier's written acknowledgment of the Order.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 12.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods.

Specification: any specification for the Goods.

Supplier: Sabeti Wain Aerospace Limited (registered in England and Wales with company number 02094671).

2. CONSTRUCTION

In these Conditions, the following rules apply:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors or permitted assigns.

A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** includes faxes and e-mails.

3. BASIS OF CONTRACT

3.1 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.

3.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

3.3 The Order shall only be deemed to be accepted when the Supplier issues an Acknowledgment, at which point the Contract shall come into existence.

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

3.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

4. GOODS

4.1 The Goods are described in the Acknowledgment.

4.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

5. DELIVERY

5.1 Unless otherwise agreed and stated in the Acknowledgement, the Supplier will make the Goods available for collection by the Buyer from the Supplier's nominated premises which may be in High Wycombe United Kingdom, Mocksville NC USA or Dubai UAE.

5.2 The Supplier may agree instead to deliver the Goods to the location set out in the Acknowledgement or such other location as the parties may agree once the Goods are ready.

5.3 Delivery of the Goods shall be completed on collection of the Goods or on their arrival at the Delivery Location (as the case may be). The Customer shall be responsible for loading/unloading the Goods at the Delivery Location.

5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.5 If the Customer fails to take delivery of the Goods when the Supplier notifies the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.6 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. QUALITY

6.1 The Supplier gives the warranty set out in the Annex to these Conditions (**Warranty**).

6.2 If any defect and/or failure in use occurs in relation to the Goods with the period of 12 months from delivery as a direct result of the Goods not complying with the Warranty with regard to stitching and or manufacturing processes, the Supplier will provide replacement Goods free of charge, providing that this shall not apply if and to the extent that the defect or failure has resulted from in-service wear and tear, abuse or breach of the obligations of the Customer set out in the Warranty.

6.3 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

- a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Customer incorporates the Goods into the Customer's products.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.2;
 - e) give the Supplier such information relating to the Goods as the Supplier may require from time to time;
- and*
- f) *store and handle the Goods in accordance with SWA-WI-10-02 Storage and Handling of Finished Products (available upon request)*

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.2, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:

- a) require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product; and
- b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Acknowledgment, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

8.2 The price of the Goods is exclusive of the costs and charges of insurance and transport of the Goods, which shall be invoiced to the Customer if the Supplier agrees to provide them. The Supplier shall also invoice and the Customer shall pay for any additional paperwork of any nature, including test and other certificates, which the Customer requests over and above the paperwork that the Supplier is required by law to provide.

8.3 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery or deemed completion of delivery under clause 5.5(a).

8.5 The Customer shall pay the invoice in full and in cleared funds prior to and as a condition precedent to the delivery of the Goods or, if the Supplier agrees, not later than 30 days after the date of the invoice or as agreed by separate contract. Payment shall be made to the bank account nominated in writing by the Supplier in the currency set out in the invoice. Time of payment is of the essence.

8.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. CANCELLATION

9.1 The Customer shall only be entitled to cancel a Contract with the prior written consent of the Supplier.

9.2 If the Supplier gives that consent it shall be on the terms that:

- a) for standard items, the Customer shall pay a cancellation fee for the extra administration work required of £150 or, if the value of the cancelled Order is less than £150, a charge equal to the value of the order and the Customer shall also indemnify the Supplier against any losses the Supplier suffers as a result of work carried out to supply the Order making the material used unsuitable for re-use;
- b) for special (bespoke) items, once manufacture has commenced, the Customer shall pay the cancellation fee set out in 9.2 (a) and for all materials and manufacturing costs incurred up to the time of cancellation.

10. TERMINATION AND SUSPENSION

10.1 If the Customer becomes subject to any of the events listed in clause 10.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

10.2 For the purposes of clause 10.1, the relevant events are:

- a) 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 is deemed unable to pay its debts;
- b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors
- c) (being a company) 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;
- d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- e) (being a company) a receiver or administrative receiver is appointed in relation to the Customer;
- f) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- g) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(a) to clause 10.2(e) (inclusive);
- h) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

10.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.2(a) to clause 10.2(h), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

10.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d. defective products under the Consumer Protection Act 1987; or
- e. any other matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to clause 11.1:

- a. the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- b. the Supplier's total liability to the Customer in respect of all other 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 price of the Goods.

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13. ASSIGNMENT AND OTHER DEALINGS.

13.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

14. NOTICES.

14.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

14.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

14.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15. SEVERANCE.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16. WAIVER.

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. THIRD PARTY RIGHTS.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

18. VARIATION.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

19. GOVERNING LAW AND JURISDICTION

19.1 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 the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

ANNEX

WARRANTY

Sabeti Wain Aerospace Ltd. Standard Warranty Statement

Sabeti Wain Aerospace Ltd. tests product performance to the properties as specified in the Sabeti Wain Aerospace Ltd. product Specifications. These specifications have been derived with the assistance of recognised independent Specialist Trade Associations, or Consultants in the Industry.

During production, the material parameters specified are tested according to industry approved and accepted test methods, Certificates of Conformity and Analysis are issued as required; where required/necessary, materials are supplied to external agencies for independent certification.

Customers are responsible for confirming that these industry standards are applicable to their intended end use and technical requirements. Sabeti Wain Aerospace Ltd. can provide additional testing and data to assist with this process.

Sabeti Wain Aerospace Ltd. warrants stitching and or manufacturing processes to its customers that Sabeti Wain Aerospace Ltd. products or parts will perform for a period of 12 months from the date of shipment to the customer; subject to:

- fair wear and tear without abuse in use
- the use of Sabeti Wain Aerospace Ltd. approved cleaning materials

- good design of the seat and its' fixing method onto the seat frame
- good initial, and in-service, fitment of the seat
- the use of appropriate quality materials for the seat cushion interfacing between the seat frame and seat
- covering
- the associated accessories, such as seat belt anchors, seat mechanisms, headrest fittings, rear pocket and
- the like not causing wear, or concentrated localised loading onto the seat covering material.

All defective material and or parts must be returned to Sabeti Wain Aerospace Ltd. nominated facility and the replacement material and or parts will be delivered once the returned material has been received, reviewed and accepted by Sabeti Wain Aerospace Limited.

Sabeti Wain Aerospace Ltd. shall have no liability to its customers for defect or failure of Sabeti Wain Aerospace Ltd. Parts or material that has resulted from in-service wear and tear, abuse or breach of the other provisos set out above.



Nick Wain
Accountable Manager /
Technical Service Director



Paymen Sabeti
Operations Director



Mahnoush Sabeti-Wain
Business Service Director

Appendix A - Training Competence Checklist

| Training Competence Checklist | | |
|--|---------|--------------------------|
| Enter Tasks Associated with this Document | | Tick |
| I have read and understood this policy | | <input type="checkbox"/> |
| | | |
| <p>If you are a manager signing as a trainee the relevant document owner will be responsible for the approval. If you are the manager and the document owner, strike through the approval box and sign the trainee box only.</p> | | |
| Name (Trainee) | Signed: | Date (DD MMM YYYY) |
| | | |
| Name (Manager) | Signed: | Date (DD MMM YYYY) |
| | | |

To be completed in accordance with the requirements of SWA-SOP-17

| Training Effectiveness and Evaluation | | Y/N |
|--|---------|--------------------------|
| Do you remember what you learned during the training? | | <input type="checkbox"/> |
| Has the training been effective in meeting its objective? | | <input type="checkbox"/> |
| Do you feel confident in being able to apply the learning from the training into your workplace? | | <input type="checkbox"/> |
| Do you have a good understanding of the subject? | | <input type="checkbox"/> |
| Do you require any further follow-up training? | | <input type="checkbox"/> |
| Trainee Notes / Comments: | | |
| Trainer's assessment method: | | |
| Name (Trainer) | Signed: | Date (DD MMM YYYY) |
| | | |
| Trainer Notes / Comments: | | |