

Cheshire Flying Services Limited (Trading as *ravenair*)
Engineering Department Standard Terms and Conditions
Condition of Sale (Issue 01/11 Feb 2011)

- 1 "RAVENAIR" in the following refers to Cheshire Flying Services Limited, Trading as Ravenair and their subsidiary or associated companies. RAVENAIR holds Continuing Airworthiness Management Approval (CAMO) for various aircraft types. The buyer should be aware that although this approval exists the Buyers aircraft is not covered by the Ravenair CAMO approval unless otherwise agreed and a Continuing Airworthiness Management Contract is in place between Ravenair and the buyer. Where RAVENAIR are not contracted to provide CAMO services the Buyer must have arrangements in place.
- 2 RAVENAIR shall not accept or recognise or be bound by any quotation unless the same shall have been given in writing and shall have been accepted by the Buyer. Clerical errors on quotations are subject to correction.
- 3 Quotations are based on current prices of materials, manufacturing costs labour rates and exchange rates and therefore will be subject to final confirmation at or prior to the date of delivery and may be changed without notice.
- 4 Unless otherwise provided quotations are made on the basis of RAVENAIR's existing stocks and goods are therefore subject to prior sale.
- 5 The Buyer shall be deemed to have accepted the goods or services as being in strict accordance with the specific requirements of the Buyer unless within seven days of receipt of the goods or services he shall notify RAVENAIR that such goods or services are not in accordance therewith.
- 6 When an aircraft service is being carried out the aircraft or parts thereof shall be at the Buyer's risk and RAVENAIR shall not be liable for any loss or damage incurred while the aircraft or any such parts are at RAVENAIR's premises and works or being flown by RAVENAIR employees unless such damage or loss was caused by the wilful act of RAVENAIR or RAVENAIR employees. This includes all loose equipment including but not limited to safety equipment, checklist, flight guides, towbars, chocks etc.
- 7 If services ordered by the Buyer have been the subject of a firm quotation from RAVENAIR and in the performance of the services it becomes apparent that additional work is necessary RAVENAIR undertake to inform the Buyer and submit a further quotation for the additional work and will not carry out such additional work without the Buyer's consent. If the Buyer does not wish the additional to be carried out and due to the fact that the original order cannot be completed the Buyer shall be liable to pay hangarage or parking fees until he/she removes the aircraft and to pay for all work carried out in pursuance of the original order. Notwithstanding the provisions of this Clause RAVENAIR shall if the Buyer has so authorised by his/her signature overleaf be entitled to carry out additional work to a value exceeding a firm quotation but only to the maximum additional value set out overleaf.
- 8 RAVENAIR will make every effort to meet the required delivery date and shall not be held responsible for delays due to bad weather, accident, epidemic, war or civil commotion, spares or other materials not being readily available, labour disputes or shortages, defective machinery, Acts of God, or any other cause not within the control of RAVENAIR.
- 9 Maintenance and overhaul work carried out by RAVENAIR is performed in accordance with the requirements of the relevant airworthiness authorities and the appropriate manufacturer's instructions and recommendations.
- 10 a Payment shall be made in full by the Buyer on collection or delivery of aircraft or aircraft parts. RAVENAIR reserves the right to require progress payments and such payments shall be made within seven days of demand. Payment means that the funds have cleared the Ravenair bank account this includes cheques being banked which can take several days.
- b In addition to and notwithstanding any rights referred to in sub-clauses a) or b) of this Clause 10 and any lien to which RAVENAIR may be by law entitled RAVENAIR shall (by way of a general lien) be entitled to retain all goods of the Buyer in RAVENAIR's possession including but not limited to any aircraft (including parts thereof) and any aircraft log book or other document of title left or deposited by the Buyer at RAVENAIR's works (although such goods or some of them may have been paid for) until RAVENAIR have received payment in full in respect of sums whether liquidated or quantified or not due to RAVENAIR from the Buyer in respect of all services rendered and goods supplied of whatsoever nature by RAVENAIR to the Buyer
- d RAVENAIR shall be entitled to set off against any money of the Buyer or (where the Buyer is a company) it's holding company subsidiary or fellow subsidiary held by RAVENAIR the liability of the Buyer to RAVENAIR under this contract.
- 11 RAVENAIR reserves the right to charge handling fees on any parts supplied by the Buyer for use on the Buyer's aircraft.
- 12 After completion of a service or work carried out on an aircraft that aircraft will be parked or hangared charges will apply.
- 13 a All goods are sold for delivery at RAVENAIR's works and delivery will have been deemed to take place on receipt by the Buyer of notice from RAVENAIR that such goods are available for collection. If the Buyer informs RAVENAIR that such goods are to be despatched to the Buyer the cost of delivery from RAVENAIR's works shall be charged to the Buyer's account unless other arrangements have been made.
- b Subject to the provisions of Clause 5 of these conditions of sale where any goods are delivered by RAVENAIR's own transport and these goods are damaged or destroyed during transportation by the neglect of RAVENAIR's employees then RAVENAIR will repair or replace the goods or give credit for the price thereof. RAVENAIR's liability shall not exceed the limit's set in this sub-clause.
- c Where delivery is in other than RAVENAIR's own transport RAVENAIR shall not in any circumstances be held responsible for damage destruction or loss of the goods concerned. The Buyer should in his/her own interests inform and then subsequently claim from the carrier as required by their regulations. A copy of the notice and claim should at that time be forwarded to RAVENAIR who whilst not accepting any responsibility will give the Buyer every assistance they consider appropriate in connection with a proper claim against the carrier concerned.
- 14 a Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions the property of the goods shall remain vested in RAVENAIR and shall not pass to the buyer until RAVENAIR have received in cash or cleared funds the payment in full for the price of the goods and all other goods to be sold by RAVENAIR to the Buyer for which payment is then due. Until such time as property in the goods passes to the Buyer the Buyer shall hold the goods as RAVENAIR's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and properly stored and protected and insured and identified as RAVENAIR'
- b So long as the property in such goods remains vested in RAVENAIR they shall be at liberty at any time to take

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- possession thereof and for that purpose to enter on any premises of the Buyer.
- c Notwithstanding that the property has not passed to the Buyer he shall be at liberty to re-sell any such goods but any such re-sale shall be deemed to be for the account of RAVENAIR and any proceeds thereof whether received from the sub-buyer or from any signee of the debt due from the sub-buyer shall be held by the Buyer on behalf of RAVENAIR (in a separate trust account) until such time as all sums due from the Buyer to RAVENAIR in respect of the goods have been paid in full.
- d If prior to the passing of the property therein the Buyer shall process such goods or mix them with other goods ownership of the processed or mixed goods shall forthwith vest in RAVENAIR and shall remain so vested until such time as all sums due from the Buyer to RAVENAIR in respect of the goods shall have been paid in full.
- e RAVENAIR shall be entitled to sue for all and any amounts owing to RAVENAIR from the Buyer on any account whatsoever notwithstanding the fact that property in the goods has not passed to the Buyer.
- f The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain RAVENAIR's property but if the Buyer does so all monies owing by the Buyer to RAVENAIR shall (without prejudice to any other right or remedy RAVENAIR have) forthwith become due and payable.
- 15 No goods shall be returned to RAVENAIR without RAVENAIR's permission. RAVENAIR reserve the right to test such goods and any costs so incurred together with a restocking charge will be for the Buyer's account.
- 16 a No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or services rendered or that they (or in the case of services rendered the goods to which they relate) will be suitable for any particular purpose or for use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to RAVENAIR. However the benefit of any warranty given to RAVENAIR by the manufacturers of the goods or parts of goods supplied by RAVENAIR shall be passed by RAVENAIR to the Buyer.
- b Except in the case of death or personal injury caused by RAVENAIR's negligence RAVENAIR shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of RAVENAIR their employees or agents or otherwise) which arise in connection with the supply of the goods or their use or resale by the Buyer or the rendering of services as expressly provided in these Conditions.
- 17 Complaints by the Buyer regarding damage deficiency or unsatisfactory work cannot be entertained unless they are made within seven days of receipt of material or collection or return of the Buyer's aircraft.
- 18 Special orders placed with RAVENAIR's suppliers on behalf of the Buyer may only be cancelled by the Buyer if RAVENAIR can in turn cancel their order on the supplier. In such cases the Buyer will be liable to reimburse RAVENAIR for all expenses incurred in the placing and cancellation of the order.
- 19 Where (otherwise than by reason of delivery pursuant to Clause 13 hereof) goods supplied or services rendered by RAVENAIR are alleged by the Buyer to be defective or unsatisfactory they shall not form the subject of any claim for work done by or on behalf of the Buyer or for any loss damage or expense whatsoever arising directly or indirectly from such defects or unsatisfactory work but such goods (or in the case of services rendered the goods to which they relate) if returned to RAVENAIR and accepted by them as defective having taken into account the provisions of Clause 16 hereof and subject always to the provisions of Clause 5 hereof shall at RAVENAIR's discretion be either replaced or repaired by RAVENAIR or credit for the price thereof will be given by RAVENAIR to the Buyer.
- 20 The Buyer shall indemnify RAVENAIR against all damages penalties costs and expenses to which RAVENAIR may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any Letters Patent or registered design.
- 21 a From the date or deemed date of delivery the goods shall be at the Buyer's sole risk (save as mentioned in Clause 13 hereof) and the Buyer shall ensure the goods from the date or deemed date of delivery until the property of the goods passes to the Buyer against loss or damage thereto or any part thereof and shall hold the proceeds of any claim under such insurance on behalf of RAVENAIR until all sums due from the Buyer to RAVENAIR have been paid in full.
- b Loose equipment and personal effects. Any such items left on or in the aircraft will be at the owner's risk. Whilst RAVENAIR will take steps to safeguard such property its owners are urged to remove all personal items or arrange for their listing and storage.
- 22 RAVENAIR retain the right to arrange insurance cover which in RAVENAIR's opinion shall be necessary or desirable in the event that cover has not been previously arranged by the Buyer. The cost of such insurance shall be payable by the Buyer as an additional cost to any price quoted by RAVENAIR for goods or work performed.
- 23 If the Buyer shall make default in or commit a breach of contract or of any of its obligations to RAVENAIR or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order shall be presented or made against him or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed RAVENAIR shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Buyer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim RAVENAIR may otherwise make or exercise.
- 24 Any variation of these conditions in any document of the Buyer is inapplicable unless accepted in writing by RAVENAIR.
- 25 Any notices given herein by RAVENAIR to the Buyer or vice versa shall be in writing and shall be sent to the last known address of the recipient. Any such Notice may be delivered personally or by first class pre-paid letter facsimile transmission or scanned email and shall be deemed to have been served if by delivery when delivered by first class post forty-eight hours after posting and if by telex or facsimile transmission when despatched.

These conditions and this contract shall be subject to and construed in accordance with English law.

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