

1. DEFINITIONS

In these conditions, unless the context otherwise requires the following expressions have the following meanings:-

"A&MPL" means Air & Marine Products Limited of Unit 3, Parkside Business Park, 15 Headley Road, Woodley, Reading, Berkshire, RG5 4JB England.

"the Customer" means the person on behalf of the Company who accepts a written quotation of A&MPL for the sale of the Products or whose order for the Products is accepted by A&MPL.

"the Products" means any product forming the subject matter of the Contract including parts or material incorporated in them.

"the Contract" means a contract for the sale by A&MPL to the Customer for the Products.

"the price" means the price for the Products to be provided under the Contract.

2. FORMATION OF CONTRACT

A&MPL shall sell and the Customer shall purchase the Products in accordance with these Terms and Conditions (the "Terms").

No contract shall come into existence until the earliest of:-
"A&MPL's latest quotation and within the period validity being accepted by the Customer"

"the Customers order (however given) being accepted by the earliest of:-

A&MPL's written acceptance (Order Acknowledgement)

Delivery of the Products

The receipt by the Customer of A&MPL's invoice.

These Terms shall be incorporated into the contract to the exclusion of any other Terms and Conditions stipulated or referred to by the Customer.

No variations or amendments of this Contract shall be binding on A&MPL unless approved in writing by A&MPL

3. BASIS OF SALE

A&MPL consider that these Terms, the Order set out the whole agreement between the Customer and A&MPL for the sale of the Goods. The Customer is responsible for checking that the details in the Terms are complete and accurate before committing the Customer to the contract. If there is a mistake or omission in these documents, the Customer should contact A&MPL immediately. Any changes to the specification of the Goods or other variation to the Terms or Order that the Customer agrees with A&MPL's authorised employees and agents will be only be binding if recorded in writing. A&MPL only accepts responsibility for statements and representations by our authorised employees and agents that are made in writing.

Any samples, drawings, or advertising A&MPL issue, and any illustrations contained in their catalogues or brochures, are produced solely to provide the Customer with an approximate idea of the Goods they describe.

These Terms shall become binding on the Customer and A&MPL when: A&MPL issue the Customer with written acceptance of an Order (Order Confirmation); or A&MPL notify the Customer that the Goods are ready, whichever is the earlier, at which point a contract shall come into existence between A&MPL and the Customer.

A&MPL have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting A&MPL's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities and contract placement. The Customer will be subject to the policies and terms in force at the time that the Customer orders the Goods from A&MPL, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders the Customer has previously placed that we have not yet fulfilled).

4. PAYMENT TERMS

Unless credit terms have been expressly agreed by A&MPL, payment for the Products shall be paid in full on or before delivery.

All invoices are payable without discount of any kind in the currency on the invoice within 30 days of the date of A&MPL's invoice and in no circumstances shall the Customer be entitled to make any deductions or withhold payment for any reason at all.

All prices quoted in writing are valid for 30 days, after which time they may be altered by A&MPL without giving notice to the Customer.

A&MPL reserves the right to adjust the price of the Products to reflect any increase in cost to A&MPL which is due to any factor beyond the control of

A&MPL (such as, without limitation, any foreign exchange fluctuation, which will be upon a plus or minus 2% variation between the time of quotation and the date that the product is delivered, increase in cost of third party products, currency regulations, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture) any change in delivery dates, quantities or specifications for the Products which is requested by the Customer give A&MPL adequate information or instructions in writing.

All prices are ex-works, East Coast of the U.S.A. and exclude A&MPL's charges for delivery and insurance. The price and any additional charges payable under this contract are exclusive of Value Added Taxes and Import Duty, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law. However, if the rate of VAT changes between the date of the Order and the date of delivery, A&MPL will adjust the VAT the Customer pays, unless the Customer has already paid for the Products in full before the change in the rate of VAT takes effect.

Time for payment shall be of the essence of the Contract. If any sum payable under the Contract is not paid within 7 days after the date due then, without prejudice to A&MPL's other rights and remedies, A&MPL reserves the right to charge interest on such sums on a day to day basis, as well as before any judgement, from the date or last date for payment thereof to the date of actual payment (both days inclusive) at the rate of 2% above the base rate of Barclays Bank plc. from time to time in force compounded quarterly. Such interest shall be paid on demand.

It is always possible that, despite A&MPL's best efforts, some of the Products A&MPL sell may be incorrectly priced. A&MPL will normally check prices as part of their dispatch procedures so that, where the Products' correct price is less than A&MPL's stated price, A&MPL will charge the lower amount when dispatching the Products to the Customer. If the Products' correct price is higher than the price stated on A&MPL's site, A&MPL will normally, at A&MPL's discretion, either contact the Customer for instructions before dispatching the Products, or reject the Order and tell the Customer. If the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as an error, A&MPL do not have to provide the Products to the Customer at the incorrect (lower) price.

5. TITLE AND RISK

Title to the Products shall pass to the Customer on payment in full and in clear funds of the Price of the Products and any other sums which may then be due under the Contract.

Until title passes the Customer shall hold the Products as a fiduciary agent for A&MPL and shall store them or mark them so that they can at all times be identified as the property of A&MPL

A&MPL shall be entitled at any time before title passes to re-possess and dismantle (without being liable for any damage caused by so doing), use or sell all or any of the Products and so terminate (without any liability to the Customer) the Customer's right to use, sell or otherwise deal in them and for that purpose (for determining what if any of the Products are held by the Customer and inspecting them) to enter any premises of the Customer.

Until title passes the entire proceeds of the sale of the Products shall be held in trust for A&MPL and shall not be mingled with other monies or paid A&MPL's money into any overdrawn bank account and shall be at all times identifiable as such. A&MPL shall be entitled to maintain an action for the Price of any Products notwithstanding that title in them has not passed to the Customer. Subject to the following paragraph, risk in the Products shall pass to the Customer when the Products are delivered to the Customer or its agent.

The Goods will be the Customer's responsibility [from the time of delivery OR from when the Customer collects the Goods from A&MPL].

6. DELIVERY

The Products are delivered to the Customer when A&MPL makes them available to the Customer or its agent or any carrier (who shall be the Customer's agent whoever pays his charges) at Air & Marine Products Ltd, premises or other delivery point agreed by A&MPL

A&MPL may, at its discretion, deliver the Products by instalments in any sequence.

Where the Products are delivered by instalments, each instalment shall be deemed to be the subject of a separate contract and no default or failure by A&MPL in respect of any one or more instalments shall vitiate the Contract in respect of the Products previously delivered or undelivered Products.

A&MPL may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of Products ordered. For the avoidance of doubt the Customer shall only be obliged to pay for such of the Products that are delivered.

Any date quoted by A&MPL for the delivery of the Products is approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of A&MPL no regard has

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been paid to any quoted delivery dates. A&MPL shall use all reasonable endeavours to deliver the Products to meet the Customers expected delivery dates.

If the Customer fails to take delivery of the Products or any part of them on the due date and fails to provide any instructions, documents, licenses, consents or authorisations required to enable the Product to be delivered on the due date, A&MPL shall be entitled, upon given written notice to the Customer, to store or arrange for storage of the Products, and then the risk of the Products shall pass to the Customer, delivery shall be deemed to have been taken place and the Customer shall pay to A&MPL all costs and expenses incurring storage and insurance charges arising from its failure.

A&MPL will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between A&MPL and the Customer [in writing]. However, occasionally delivery may be affected by factors beyond A&MPL's control and so cannot be guaranteed. A&MPL will let the Customer know if A&MPL becomes aware of an unexpected delay and will arrange a new delivery date with the Customer.

If A&MPL is not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, A&MPL will deliver the order in instalments (see above). A&MPL will not charge the Customer extra delivery costs for this. If the Customer asks A&MPL to deliver the Order in instalments, A&MPL may charge the Customer extra delivery costs. If A&MPL are late delivering an instalment or one instalment is faulty, that will not entitle the Customer to cancel any other instalment.

7. ACCEPTANCE OF PROPERTY

Unless the Customer notifies A&MPL to the contrary by telephone or facsimile transmission on the day of delivery and such notification is confirmed in writing within three working days, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract. The Customer shall not be entitled to withhold payment of all or any part of the Price of the Products whilst any claim is being investigated by A&MPL.

8. WARRANTY

A&MPL warrants that the Products will be free from defects in material, workmanship and design for a period of not less than 6 months after the date of delivery ("the warranty period").

If A&MPL receives written notice from the Customer of any breach of the said warranty then A&MPL shall, at its own expense and within reasonable time after receiving such notice, repair or, at its option, replace the Products or such part of them as are defective or otherwise remedy such defects provided that A&MPL shall have no liability or obligations under the said warranty unless it shall have received written notice of the defects in question no later than the expiry of the warranty period. Title to the Products and/or any faulty or defective parts shall be with A&MPL upon replacement of such Products or faulty or defective parts. Products replaced under the A&MPL Warranty are subject to the original warranty period and do not obtain a new warranty period merely by virtue of having been supplied by A&MPL under their warranty obligations.

A&MPL shall have no liability or obligations under the said warranty other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to the Customer. If A&MPL fail to comply with such obligations its liability for such failure shall be limited to a sum equal to the Price. The foregoing states the entire liability of A&MPL, whether in contract or tort, for defects in the Products notified to it after the delivery date, liability assumed under clause 9.

The said warranty is contingent upon proper use of the Products by the Customer and does not cover any part of the Products which have been modified, which have been subjected to unusual physical or electrical stress or upon which the original identifications marks have been removed or altered. Nor will such warranty apply if repair or parts replacement is required as a result of cause other than ordinary use including without limitation, accident, hazard, misuse or failure or fluctuations of electrical power. A&MPL does not give any warranty that the Products are fit for any particular purpose and this warranty is given in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

Any costs incurred by the customer will not be borne by A&MPL.

9. LIABILITY

A&MPL shall indemnify the Customer and keep the Customer fully informed and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or

wilful misconduct of A&MPL, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of the Contract.

Except in respect of injury to or death of any person (for which no limit applies) the liability of A&MPL, under the above paragraph, in respect of each event or series of connected events shall not exceed the Price.

Notwithstanding anything else contained in the Contract, A&MPL shall not be liable to the Customer for loss of profits or contracts or any indirect or consequential loss arising from negligence, breach of contract.

10. FORCE MAJEURE

A&MPL will not be liable or responsible for any failure to perform, or delay in performance of any of A&MPL's obligations under these Terms that are caused by events outside A&MPL's reasonable control (Force Majeure Event). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; or
- (f) pandemic or epidemic.

A&MPL's obligations under these Terms are suspended for the period that the Force Majeure Event continues, and A&MPL will have an extension of time to perform these obligations for the duration of that period. A&MPL will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

11. INTELLECTUAL PROPERTY RIGHTS

A&MPL will indemnify the Customer and keep the Customer fully informed and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of, or in connection, with any claim that the normal use or possession of the Products infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trade mark) of any third party subject to the following conditions.

The Customer shall promptly notify A&MPL in writing of any allegations of infringement of which it has noticed and will not make any admissions without A&MPL's prior written consent.

The Customer, at A&MPL's request and expense, shall allow A&MPL to conduct and/or settle all negotiations and litigation resulting from such claims.

The Customer shall, at the request of A&MPL afford all reasonable assistance with such negotiations or litigation and shall be reimbursed by A&MPL's for any out of pocket expenses incurred in so doing.

The indemnity given above will not apply to infringement arising out of the use of the Products or any part thereof in combination with any equipment not supplied or approved by A&MPL for use with its Products.

If the Customers normal use or possession of the Products is held by a Court of competent jurisdiction to constitute an infringement of a third party's intellectual property rights or if A&MPL is advised by leading counsel that such use or possessions is likely to constitute such an infringement then A&MPL shall promptly and at its own expense:

- a) procure for the Customer the right to continue using and possessing the Products.
- b) modify or replace the Products (without detracting from their overall performance) so as to avoid the infringement (in which A&MPL shall compensate the Customer for the amount of any loss and/or damage sustained or incurred by the Customer during such modification or replacement; or

c) if (a) or (b) cannot be accomplished on reasonable terms, collect the Products from the Customer's premises and refund the Price.
The foregoing states A&MPL's entire liability to the Customer in respect of the infringement of the intellectual property right of any third party.

12. CONFIDENTIALITY

Each party shall treat as confidential all information obtained from the other pursuant to the Contract which either is marked as being confidential or has the necessary quality of confidence about it and shall not divulge such information to any persons (except to such party's own employees and then only to those employees who need to know the same) without the other's party's prior written consent provided that this clause shall not extend to information which is rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If A&MPL shall appoint any sub-contractor then A&MPL may disclose confidential information to such sub-contractor subject to such sub-contractor giving an undertaking in similar terms to the provisions of this Clause. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

13. EXPORT CONTROL

The Customer warrants that the customer will do all things necessary to comply with the current export laws regulations as controlled by the United Kingdom and United States of America.

The U.K. Department for Business and Innovation and Skills (BIS) and U.S. Bureau of Industry and Security, the U.S State Department Directorate of Defense Trade Controls and any other laws and regulations of the United States.

The customer further agrees to comply with these laws and regulations as they apply at the time of exporting any products.

A&MPL neither represents that a licence shall be required nor that, if required, it shall be issued.

The Customer warrants and agrees that prior to such transfer or exportation to Foreign Nationals, the Customer will obtain all necessary export licences, authorizations, or permits as required by United Kingdom and U.S. law or regulation.

14. TERMINATION

The Contract may be terminated forthwith by either party on giving notice in writing to the other, if the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for the winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into voluntary arrangement with its closure or shall cease or threaten to cease to carry on business.

Any termination under the above clause shall discharge the parties from any liability for further performance of the Contract and in the case of a termination by A&MPL shall entitle A&MPL to enter any of the Customers premises and recover the Products, any part of them or any equipment and materials the property of A&MPL (and so that the Customer hereby irrevocably licenses A&MPL, its employees and agents to enter any such premises for that purpose) and also to be paid a reasonable sum for any work carried out by it prior to such termination.

15. WAIVER

No waiver, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party by the Contract, is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

16. ENTIRE AGREEMENT

This agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of this Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

17. ASSIGNMENT

Neither party shall assign or otherwise transfer this Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

18. NOTICES

Unless otherwise expressly stated herein, all notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient as set out in the Contract or such other addresses the recipient may designate by notice given in accordance with the provisions of this clause.

Failing any such address being so set out or designated such notices shall be sent to the recipient's Registered Office. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.

Any notice which affects the validity or existence of this Contract shall be delivered personally or sent by Recorded Delivery first class letter post only.

19. SEVERANCE

If any provisions of this Contract are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of other provisions of this Contract and the remainder of the provisions in question shall not affect thereby.

20. QUANTITY VARIATION

The shipment is considered complete when the purchase order items are within plus or minus 5% of the quantity ordered.

21. CANCELLATION

Requests for cancellation will be taken on their own merit and may be/will be subject to A&MPL suppliers own terms and conditions.

A&MPL reserve the right to charge up to 25% handling charge based on the order value.

22. LAW

The Contract shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

23. PURCHASING (SUPPLIERS)

External suppliers shall ensure:-

a. the processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions) are maintained and supplied to A&MPL when revised.

b. the approval of:

1. products and services;
2. methods, processes, and equipment;
3. the release of products and services;

c. competence, including any required qualification of persons;

d. the external providers' interactions with the organisation;

e. control and monitoring of the external providers' performance to be applied by the organisation;

f. verification or validation activities that the organisation, or its customer, intends to perform at the external providers' premises;

g. test, inspection, and verification;

h. the use of statistical techniques for product acceptance and related instructions for acceptance by the organisation;

i. the need to:

- implement a quality management system;
- use customer-designated or approved external providers, including process sources (e.g., special processes);

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- notify the organisation of nonconforming processes, products, or services and obtain approval for their disposition;
- prevent the use of suspected unapproved, unapproved, and counterfeit parts;
- notify the organisation of changes to processes, products (including obsolescence), or services, including changes of their external providers or location of manufacture;
- flow down to external providers applicable requirements including customer requirements;
- provide a certificate of conformity, test reports, or authorized release certificate, as applicable;
- retain documented information indefinitely

j. the right of access by A&MPL, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;

k. ensuring that persons are aware of: – their contribution to product or service conformity; – their contribution to product safety; – the importance of ethical behaviour.