



JET SPARES INTERNATIONAL PTY LTD

A.B.N 81 007 343 562

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TERMS AND CONDITIONS OF SALE

1. PAYMENT TERMS

Subject to the approval of Jet spares International Pty Ltd's Credit Department, terms are strictly 30 Days Net after date of invoice or as otherwise indicated on JSI's invoice. Should the Buyer's financial responsibility be or become unsatisfactory to JSI, advance cash payments or security satisfactory to JSI may be required. If any payment owed to JSI hereunder is not paid when due, JSI may charge Buyer interest at the rate applicable to JSI's principal overdraft facility, whether or not the facility is drawn upon. The foregoing shall not relieve Buyer from the obligation to make payments to JSI at the time and in the manner specified. JSI reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under if in the event Buyer fails to pay for any one shipment then due. The prices indicated are in Australian currency, unless otherwise indicated on the invoice, payable without any deduction of set-off whatsoever.

2. TITLE & RISK

Risk in the goods will pass to the Buyer upon dispatch from the JSI warehouse or its supplier. However, legal ownership shall remain with JSI until payment in full is made for the goods and for all other goods supplied by JSI to the Buyer for which the purchase price is outstanding. Until such payment in full, Buyer should hold the goods as Bailee only for JSI and shall store the same in a manner manifesting JSI's continued ownership.

The Buyer's rights to possession of the goods shall cease if the Buyer fails to make payment of any outstanding amount to JSI. JSI shall be entitled to require Buyer to return goods failing which JSI is irrevocably authorized to enter the Buyer's premises to repossess the goods or goods to the equivalent value without notice, and JSI shall be entitled to recover from the Buyer all its costs, expenses and outgoings (including legal fees on a solicitor/client basis).

3. PRICING AND INCREASED COSTS

Unless otherwise stated in respect of an order for goods to be supplied by JSI, the price quoted by JSI to Buyer or invoiced by JSI to Buyer will be exclusive of sales tax and all other taxes and duties and will be the price prevailing at the relevant time and will be subject to increase as a result of any change in any relevant exchange rate, amount of customs duty, freight charge or other cost to JSI of acquiring the goods and having them delivered to Buyer that comes to the knowledge of JSI after the issue of JSI's quotation or invoice.

4. WAIVER

No failure by JSI to insist upon strict performance of any of the terms and conditions or any delay in exercising any of its remedies shall constitute a waiver or variation of such terms and conditions or a waiver of any default or remedy thereof.

5. LIMITATION OF REMEDY AND LIABILITY

- a) Subject to all rights and remedies which are provided pursuant to legislation and which cannot be excluded, restricted or modified by agreement all terms, conditions, warranties, and representations (whenever made and whether express or implied by circumstances, legislation, common law or otherwise not expressed in these terms and conditions) are hereby negated and excluded.
- b) Except as it is otherwise provided by these terms and conditions and subject to all rights and remedies which are provided pursuant to agreement JSI and its servants or agents are not liable for any loss or damage (including, without limitation, loss or damage caused by the negligence of JSI or its servants or agents and incidental and consequential loss or damage) in any manner wholly or partly arising from or in connection with the supply of the goods including any antecedent negotiations or representations.

c) Regardless of the nature of any claim or action, whether in contract, tort (including negligence) or otherwise, any liability of JSI or its servants or agents with respect to or arising from or in connection with the supply of goods or any antecedent negotiations or representations will be limited, to the fullest extent permitted by law, to one or more of the following as JSI may decide, namely:-

- i) The replacement or the supply of equivalent goods or payment of the cost of such replacement or supply.
- ii) The repair or payment of the cost of repair of the goods or the performance of any services in connection therewith.
- iii) The supply of the services again; or
- iv) The payment of the cost of having the services supplied again.

6. FORCE MAJEURE

JSI shall not be liable to perform its obligations under these Terms & Conditions for any cause beyond its reasonable control including without limitation fire, flood, strikes, transportation delays, fuel and energy shortages and defaults of sub-contractors.

7. APPLICABLE LAW

These Terms & Conditions shall be governed by the laws of Victoria, Australia.

8. ASSIGNMENT

The buyer shall not assign its rights or delegate any part of it under this contract without prior written consent of JSI.

9. CONDITIONS OF SALE

Any Aircraft Parts are sold on the condition that that they are used solely in the Manufacture, Repair or Maintenance of Civil or Commonwealth Aircraft or their engines and must not be used for any other purpose without JSI's permission and payment of the extra customs duty involved.

10. WARRANTY

JSI does not warrant any products. The items sold are warranted by the manufacturer and are subject to their terms and conditions.