

Terms & Conditions

1. Definitions

"Seller" means Kent Air Solutions Limited, a UK registered company (number 112625542) with registered offices at 25 Bradfields Avenue, Walderslade, Chatham, Kent, ME5 0LE and shall be construed where applicable to include all employees, agents and Subcontractors of that company; "Buyer" means the person, partnership or company purchasing the Goods from the Seller; "Goods" means the plant, machinery, materials, items and labour to be supplied by the Seller subject to this contract; and "Site" means such place to which the Buyer shall request the Seller to make delivery.

2. Governing Conditions

2.1 All orders, however made, are accepted only upon these Conditions, which shall override any terms or conditions incorporated or referred to by the Buyer in writing, orally or otherwise. No variation of these Conditions shall be incorporated into the contract between the Seller and the Buyer unless expressly accepted in writing by a director of the Seller.

2.2 No failure by the Seller to object to any terms or conditions incorporated or referred to by the Buyer in writing, orally or otherwise shall be deemed a waiver of these Conditions or an acceptance of the Buyer's terms and conditions.

2.3 The Buyer acknowledges that these Conditions together with the express terms of the contract constitute and form the entire terms of this contract to the exclusion of any previous statement or representation whether oral, written or implied or whether contained in any advertisement particulars or other matters issued or in any correspondence entered into by the Seller. The Buyer further acknowledges that it has not entered into this contract in reliance upon any such statement or representation, other than the written specifications given by the Seller.

3. Placing Orders

3.1 Placing an order presumes knowledge and acceptance of these Conditions. Upon placing an order the Buyer shall receive a written acknowledgement of the order, which does not constitute a binding contract until the Seller accepts the Buyer's order by written confirmation.

3.2 The Seller reserves the right to reject cancellation by the Buyer of an accepted order or any portion thereof. Cancellation of an accepted order needs to be approved in writing by the Seller and the Buyer may be charged cancellation charges. Goods already delivered cannot be returned or exchanged and will be invoiced.

3.3 Changes to an accepted order shall be treated as a separate order, unless otherwise agreed in writing by the Seller. If any changes are made to an original order, the price, discount on or delivery date of that order are subject to change.

3.4 The Seller provides products from manufacturers who have policies of continuous technical improvement and accordingly reserves the right to make minor modifications to the technical specification and design of their Goods. Catalogues and similar publications are only sent by way of information and any technical information provided is an approximate guide. The Seller has no liability for any deviations from or mistakes in such information or for any errors of interpretation.

4. Price and Payment

4.1 The Seller's quotation, unless previously withdrawn or revised in writing, is valid for 30 days from the date thereof (after which time it shall automatically expire) and is subject to the Seller's acceptance of the Buyer's order.

4.2 The Seller's quotation includes only the products and accessories and services as laid out in their quotation.

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4.3 All amounts stated in these Conditions to be payable by the Buyer are exclusive of Value Added Tax or any similar tax properly chargeable in respect of supplies under these Conditions and any other tax or duty and Buyer will pay all such Value Added Tax and other applicable taxes together with those amounts.

4.4 Each payment made by the Buyer must be calculated and made without, and free and clear of any deduction for set-off or counterclaim and any withholding for or on account of any tax or any other deduction, unless required by law, in which case the Buyer shall ensure that the withholding or deduction does not exceed the minimum amount required by law and shall increase the amount payable by it so that the net amount received and retained by the Seller will equal the full amount which Seller would have received and retained if no withholding or deduction had been made.

4.5 Unless otherwise agreed in writing, the Buyer shall pay the invoice amount of the Goods and any other costs, charges or expenses provided for by these Conditions including Value Added Tax at the then current rate within 14 days from the date of the Seller's invoice.

4.6 Any invoice not paid in accordance with the foregoing shall be liable to interest on the unpaid amount thereof at the rate of 2.5% per annum above the base rate from time to time of HSBC Bank calculated on a daily basis.

5. Delivery

5.1 Failure by the Seller to make delivery on any particular date shall not entitle the Buyer either to cancel the order or the delivery or to repudiate this contract or to claim for any expenses, loss of profit, or any other consequential loss or damage whatsoever.

5.2 If the contract provides for the Seller to deliver the Goods, delivery shall be deemed to take place when the Goods arrive at the agreed destination.

5.3 The Buyer undertakes that the Site will at all times be safe for the Seller and its vehicles carrying out delivery. The Buyer is responsible, at its own cost, for the provision of such labour and apparatus as is necessary for the offloading and positioning of the Goods on Site and shall give the Seller every assistance in effecting delivery.

6. Risk

6.1 Risk shall pass to the Buyer on delivery of the Goods.

6.2 The Buyer shall examine any Goods delivered upon delivery. If the Goods or any part thereof are received in a damaged condition (where possible photograph should be taken) or are not received, the Seller will accept no responsibility for such damage and or loss unless the Buyer advises the Seller in writing of the damage or loss within 24 hours from the date of actual physical delivery of the Goods or the date of installation of the Goods. The Buyer will afford the Seller reasonable opportunity to inspect any damage or verify any loss.

6.3 The Seller's sole responsibility upon any damage or loss is to repair or replace the Goods which prove to be lost or defective (or at the Seller's option the defective part(s), as soon as is reasonably practicable, provided that they are returned to the Seller by the Buyer. Whether the remedy is repair or replacement shall be at the discretion of the Seller and such repair or replacement shall be free of charge.

6.4 If the Buyer shall fail to comply with clause 6.3, the Goods shall be deemed to be in accordance with the contract and the Buyer shall be bound to accept delivery and shall make payment without any deduction in accordance with these Conditions.

7. Force Majeure

7.1 If the Seller is prevented from performing the contract by any cause beyond its reasonable control, however arising, then it may by written notice to the Buyer determine the contract.

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7.2 In such event, the Buyer shall pay to the Seller all reasonable costs incurred by the Seller at the date of such notice in relation to its partial and or attempted performance of its obligations hereunder but, subject thereto, neither the Seller nor the Buyer shall be under any liability whatsoever to the other in connection with the contract.

8. Specification

8.1 The Buyer shall be responsible for ensuring that the Goods are sufficient and suitable for the Buyer's purposes (whether such Goods have been adapted from their standard specification or not) and the Seller shall have no liability to the Buyer in the event that the Goods are not sufficient and suitable for the Buyer's purposes.

8.2 The Seller shall not be responsible for any errors or omissions in any design, drawings or specifications, reports or other information supplied to the Seller by the Buyer or the Buyer's employees, agents, sub-contractors or representatives and the Buyer agrees to indemnify and keep indemnified the Seller against all claims and liabilities incurred by the Seller resulting from such errors, omissions or defects.

9. Installation It is the responsibility of the Buyer to install and commission the Goods and to ensure its employees, agents and subcontractors or any other persons used by the Buyer to install and commission the Goods are fully trained to do so and that the terms of any instructions or manuals provided with the Goods are adhered to.

10. Health and Safety The Buyer shall ensure that all Goods shall be used strictly in accordance with any relevant information, instructions or advice which the Seller or the manufacturer of the Goods may make available with or in connection with the Goods.

11. Reservation of Title Notwithstanding the provisions of the passing of risk in the Goods to the Buyer, the Seller retains ownership of the Goods the property in which shall not pass to the Buyer and the Buyer shall keep any Goods delivered to it as the bailee for and on behalf of the Seller until the Seller has received payment of the price of all of the Goods then agreed to be sold by the Seller to the Buyer pursuant to these Conditions, and until such time the Buyer shall keep and retain the Goods free from any charge, lien or other encumbrance, shall insure them for their full replacement value against any loss or damage and shall keep them properly stored and protected; Kent Air Solutions Limited, 25 Bradfields Avenue, Walderslade, Chatham, Kent, ME5 0LE Email: info@kentairsolutions.com Website: www.kentairsolutions.com and shall store the Goods separately or in some other way ensure that they are readily identifiable as the property of the Seller and irrevocably authorises the Seller's representatives to enter upon the Buyer's premises where the Goods are or are thought by the Seller to be stored for the purpose of repossessing them and subsequently reselling them.

12. Warranties and Liability

12.1 Subject to... a) The installation of the Seller's product being carried out to the manufacturer's installation and operation instructions. b) The installation being carried out by qualified registered engineers. c) The installation is supported by a maintenance agreement providing the minimum as per the manufacturers guidelines. d) The Seller's product has not been modified. e) The Seller's product has been correctly installed. f) Any defect in the product has not been caused by neglect or defaults by the Buyer or installer. g) The product has not been used in abnormal working conditions. Then the Seller will provide (unless otherwise agreed in writing) a 3 month warranty on the Goods.

13. Liabilities Save for liability for death or personal injury due to the negligence of the Seller and liability under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer: a) For any damage to persons or property, however arising; b) For defects, in or in any way connected with the Goods, caused by the act, neglect, omission or default of the Buyer or any third party, fair wear and tear or abnormal working conditions; c) For any remedial

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work in respect of the Goods, carried out by third parties instructed by the Buyer without the prior written approval of the Seller including, but not limited to, servicing, alteration and repair of the Goods; d) For claims if the Seller's installation and operation instructions (if any) and any instructions issued by the manufacturer, are not followed. The Seller reserves the right to charge for remedial works in these circumstances; e) Possible defects in manufacturing the Goods or the conception of the raw materials used; f) For any other defects in the Goods not falling within paragraphs (a) to (e) of this clause, unless notified to the Seller by the earlier of 14 days of delivery of the Goods or installation of the Goods or latent defects; and g) For any special, indirect, consequential or economic loss (howsoever arising) including, but not limited to, loss of profit, loss of production, loss of business.

13.1 Save for liability for death or personal injury due to the negligence of the Seller and liability under the Consumer Protection Act 1987, the Seller's aggregate liability to the Buyer in respect of any occurrence or series of occurrences attributable to the same cause, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the price paid by the Buyer to the Seller in respect of the Goods in question.

13.2 The Seller's prices are determined on the basis of the limits of liability. The Buyer may, by written notice to the Seller, request the Seller to agree a higher limit of liability.

13.3 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, common law, custom of the trade, course of dealing or otherwise, including, for the avoidance of doubt, all warranties implied by the Sale of Goods Act 1979, are excluded to the fullest extent permitted by law.

13.4 The Buyer's remedy in respect of any claim for which the Seller is liable in terms hereof shall be limited to, at the sole option of the Seller, repair or replacement of the item in question or refund of the purchase price (if paid).

13.5 The Buyer shall not be entitled to exercise a right of retention, or withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer in respect of the Goods or any other alleged breach of the contract, or to set-off any amount payable under the contract to the Seller against any monies not then presently payable by the Seller or for which the Seller disputes liability, or to return Goods to the Seller unless authorised in writing by a director of the Seller.

13.6 The Seller shall not be liable to the Buyer (including, but without limitation, in negligence) or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

13.7 The Buyer shall indemnify the Seller against all claims (including the cost of any legal proceedings) for the death of or injury to any person or for the damage to or loss of any property made by any person against the Seller either under any statute or at common law which may arise out of or be in any way connected with the execution of the contracted works or the installation, operation or use of the Goods except where the same is due to the negligence, omission or default of the Seller.

14. General

14.1 The invalidity or unenforceability for any reason of any terms of these Conditions shall not prejudice or affect the validity or enforceability of the remainder.

14.2 The Buyer shall not be entitled, without the prior consent in writing of the Seller, to assign its rights under the contract.



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14.3 Any notice required or permitted to be given under these Conditions shall be in writing and shall be sent by recorded delivery addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. In proving service it shall be sufficient to prove that the notice was properly addressed and posted.

14.4 No waiver by the Seller of any of the terms of these Conditions shall release the Buyer from full performance of the remaining terms, and no waiver by the Seller of any breach of the terms of these Conditions shall be a waiver of any subsequent breach of the same or any other term of this Conditions. No failure to exercise, nor delay or omission by the Seller in exercising, any right, power or remedy conferred on it under these Conditions or provided by law shall except with the express written consent of that party affect that right, power or remedy; or operate as a waiver of it.

14.5 If any order is made by two or more Buyers jointly, the obligations of those Buyers under the contract shall be joint and several.

14.6 This Contract shall be governed by and construed in accordance with the laws of England and any dispute shall be referred to the exclusive jurisdiction of the English Courts.

14.7 The Seller and the Buyer do not intend that any provision of these Conditions shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to the contract.