



**APEX**  
**AERO**

Apex Aero LTD

Unit 17,  
Graylands Estate,  
Langhurst Wood Road,  
Horsham, West Sussex,  
RH12 4QD, UK

[www.apex-aero.com](http://www.apex-aero.com)

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Accounts: [accounts@apex-aero.com](mailto:accounts@apex-aero.com)

Sales: [sales@apex-aero.com](mailto:sales@apex-aero.com)

## Apex Aero Ltd Standard Terms and Conditions

### 1. AGREEMENT

These Standard Terms govern the terms on which APEX AERO LTD agrees to the Sale or Exchange of components to the Customer. The Customer agrees to be exclusively bound by these Standard Terms and Conditions (the "Standard Terms") together with the Special Terms which apply to any Component Exchange Agreement and which are set out in Parts 1 to 4 thereof. These Standard Terms prevail over any standard terms and conditions referenced by Customer in its purchase order. For the avoidance of doubt, acceptance by APEX AERO LTD of the Customer's Order shall not constitute acceptance by APEX AERO LTD of any standard terms and conditions of the Customer. If a conflict arises between any of the terms in the following documents the order of precedence shall be (i) any Special Terms which apply to any Component Exchange Agreement Component Exchange Agreement (ii) these Standard Terms and Conditions.

### 2. DEFINITIONS

In these Standard Terms the following expressions (except where the context requires otherwise) have the following meanings:

"APEX AERO LTD Facility" means Unit 17, Graylands Estate, Langhurst Wood Road, Horsham, West Sussex RH12 4QD

"BER" means that the cost of repair of the Off Unit exceeds the Outright Price;

"Customer" means the purchaser of Parts or Repairs pursuant to a valid Order or the party submitting an Component Exchange Agreement to APEX AERO LTD from time to time;

"Dual Use" means the aircraft part can be installed on civil aircraft and also used for military purposes, as defined from time to time by US regulatory authorities;

"Exchange" means APEX AERO LTD provides the Customer with an Exchange Unit in exchange for an Off Unit from the Customer;

"Exchange Fee" means the fee for the Exchange as specified in the Component Exchange Agreement from APEX AERO LTD to Customer;

"Exchange Unit" means a Serviceable part that is supplied to the Customer by APEX AERO LTD in exchange for an Off Unit from the Customer;

"Incoterms 2010" means commercial terms defined by the International Chamber of Commerce – see <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010/>



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“Off Unit” means a part removed from an aircraft in need of repair and/or overhaul which has been or is to be replaced by the Exchange Unit;

“Off Unit Return Time” means the time to return the Off Unit as specified in the Component Exchange Agreement;

“Outright Price” means the agreed price of an Exchange Unit if deemed BER or sold to APEX AERO LTD as an Outright Sale;

“Outright Sale” means the outright sale of an Exchange Unit by APEX AERO LTD to the Customer at the price specified in the corresponding quote, Exchange Agreement;

“Order” means (i) any order submitted by the Customer for a Sale or (ii) Component Exchange Agreement, in APEX AERO LTD’s standard format, submitted by the Customer to APEX AERO LTD;

“Parts” means any aircraft component parts specified in an Order;

“Repair” means any repair, overhaul, inspection, modification and/ or testing arranged by APEX AERO LTD on behalf of the Customer and “Repaired” shall be understood accordingly;

“Sale” means the outright sale of a Part by APEX AERO LTD to the Customer and “Sold” shall be understood accordingly;

“Serviceable” means a part that meets all OEM and aviation authority specified standards for airworthiness, including in relation to its storage, and has no known defects, which would render it unfit for service;

“Units” means, together, Exchange Units and Off Units;

“Unserviceable” means not Serviceable.

### 3. GENERAL

- 3.1 All Parts supplied by APEX AERO LTD shall be released in accordance with European Aviation Safety Agency (“EASA”) or Federal Aviation Administration (“FAA”) regulations. APEX AERO LTD shall release Parts in accordance with Civil Aviation Administration of China (“CAAC”) regulations on request.
- 3.2 Unless the Part is defective and agreed by APEX AERO LTD, Customer may not return to APEX AERO LTD for credit any Part specifically purchased by APEX AERO LTD from a third party supplier for onward sale.
- 3.3 Unless prior advised or agreed in writing, in respect of Parts which are the subject of a Sale, where such Part is (i) in Serviceable condition (inspected, tested, repaired or modified), it will be supplied to the Customer with a total of 3 months warranty and (ii) in overhauled condition, it will be supplied to the Customer with 6 months warranty from date of shipment.
- 3.4 Unless prior advised or agreed in writing, in respect to Parts which are subject of a Repair order whereas such parts are returned (i) in Serviceable Condition, it will be returned to the Customer with a total of 3 months warranty and (ii) in overhauled condition, it will be



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supplied to the customer with 6 months warranty from tag date on the specific work performed.

- 3.5 APEX AERO LTD reserves the right to charge the Exchange Fees if the Exchange Unit is returned unused.
- 3.6 In cases of Exchange Units requiring repair, APEX AERO LTD shall charge the Customer the sums stipulated in the Component Exchange Agreement.
- 3.7 For Exchange Units that are returned after the specified Off Unit Return Time, APEX AERO LTD shall charge the Customer the sums stipulated in the Component Exchange Agreement.
- 3.8 In the event that the Customer requires an Inertial Reference Unit (IRU) or an Air Data Inertial Reference Unit ("ADIRU") for fitment to an aircraft where such fitment shall take place outside of the European Union (EU), or if the Customer requesting the IRU or ADIRU is going to be using that part outside of the EU, the Customer shall complete an end user statement to confirm that such parts will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for any other military purpose ("End User Statement"). APEX AERO LTD will not ship any IRUs or ADIRUs until an electronic copy of the End User Statement has been completed and signed by the Customer and received by APEX AERO LTD. The Customer shall ensure an original copy of the End User Statement is sent to APEX AERO LTD within two (2) weeks of the date of shipment. Should APEX AERO LTD not receive an original copy of the End User Statement within two (2) weeks of shipment. APEX AERO LTD shall charge the Customer a non-conformance fee of fifteen percent (15%) of the Exchange Fee every two (2) week period thereafter until the statement has been received.
- 3.9 If an Off Unit is found to be BER, APEX AERO LTD shall charge the Customer the sums stipulated in the Component Exchange Agreement.
- 3.10 If the Off Unit is returned to APEX AERO LTD otherwise than in accordance with the provisions of the Component Exchange Agreement (eg as to return times, traceability or condition) APEX AERO LTD shall charge the Customer the sums stipulated in the Component Exchange Agreement

#### **4. VALIDITY OF PRICE QUOTE**

The price quoted by APEX AERO LTD for each Sale or Exchange shall remain valid for acceptance by the Customer for 7 days from date of quotation. If the Customer has not accepted the quoted price within 7 days, APEX AERO LTD reserves the right to revise the price quoted. All prices quoted shall be exclusive of any VAT payable.

#### **5. PAYMENT TERMS**

- 5.1 The Customer shall pay all invoices within 30 days of the date of the invoice unless prior advised or agreed at point of order..
- 5.2 If the Customer wishes to dispute any invoiced amount, it shall notify APEX AERO LTD as soon as practical and in any event within 14 days of the date of invoice. If the Customer does not notify APEX AERO LTD of a dispute within such time period, the invoice shall be deemed accepted. If the Customer does notify APEX AERO LTD of a dispute in the timeframe required, Customer shall pay that part of the invoice not in dispute when due. In the event that representatives from the Customer and APEX AERO LTD cannot resolve any



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invoice dispute within seven days, the parties shall follow the dispute resolution procedure in Clause 15 below.

5.3 If the Customer fails to make any payment due to APEX AERO LTD under these Standard Terms by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England'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 and any applicable fixed sums in accordance with the relevant law.

5.4 APEX AERO LTD reserves the right to require the Customer to pay to APEX AERO LTD a deposit before the Exchange is shipped to the Customer to cover the non-return of the Off Unit and its repair, such deposit to be specified in the Component Exchange Agreement.

## 6. PLACE OF DELIVERY

All Parts shall be delivered Ex Works (as defined in Incoterms 2010) the APEX AERO LTD Facility and the Customer shall be ready to collect them when notified by APEX AERO LTD. The Customer shall reimburse any additional expense incurred by APEX AERO LTD due to the Customer not being ready or able to collect Parts when requested to do so.

## 7. DELIVERY DATE

7.1 APEX AERO LTD will use reasonable endeavours to meet any delivery date specified on the customers purchase order. APEX AERO LTD will provide an estimated delivery date, on request by the Customer. APEX AERO LTD shall not be liable in any way in respect of late delivery howsoever caused nor shall failure to deliver in accordance with an estimated delivery date be deemed to be a breach of contract.

7.2 Unless stated otherwise in a Component Exchange Agreement, each Off Unit shall be delivered DDP (as defined in Incoterms 2010) APEX AERO LTD's facility.

7.3 Unless agreed otherwise in writing, delays in the fulfilment of an Order shall not entitle the Customer to (i) refuse to take delivery of the completed Order; or (ii) claim damages; or (iii) terminate these Standard Terms.

## 8. PACKING, INSURANCE AND OTHER DOCUMENTATION REQUIREMENTS

8.1 Parts dispatched by APEX AERO LTD shall be in packaging suitable for road transportation within the United Kingdom. APEX AERO LTD reserves the right to charge for any special packaging requirements of the Customer. Packing materials, containers, etc, provided by APEX AERO LTD are returnable. Where such packing materials are charged as an extra, credit will be allowed if returned carriage has been paid and the packing is received in good condition.

8.2 The Customer shall maintain insurance appropriate to its operations and in accordance with best aviation industry practice and shall provide evidence of the same if requested by APEX AERO LTD.

8.3 The Customer shall provide by email to APEX AERO LTD full dispatch details of any Off Unit sent to APEX AERO LTD for Repair (AWB Number, Flight Number and Date) and shall ensure such Off Unit is accompanied by the following certification documents:



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8.3.1 Part Identification tag containing:

- Part number; serial number; description;
- Reason for removal; date of removal; registration of aircraft from which removed;
- Aircraft hours/cycles when item removed;
- Hours / cycles on items when removed (life limited Parts only)

8.3.2 Packaging slip showing transfer of the Customer's Part to APEX AERO LTD;

8.3.3 ATA spec 106 material certificate issued by FAA Part 121/129/135 carrier or FAA/EASA 145 approved maintenance facility or nationally approved (by the CAA) for an air carrier with a statement that:

- The Off Unit was not procured from any US Government or military source;
- The Off Unit was produced by the Original Equipment Manufacturer;
- The Off Unit is non-incident related and has not been subjected to severe stress or heat or immersed in salt water;
- The Off Unit is fully traceable to one of the following approved sources:
  - FAA Part 121, 129 or 135 certified carrier;
  - Original Equipment Manufacturer;
  - Foreign air carrier, approved by a recognised national aviation airworthiness authority.

8.3.4 Full "back to birth" traceability documents for ultimate time/cycle life limited parts.

8.4 The Customer must ensure that all aircraft toilet and kitchen Off Units are thoroughly cleaned at source before being returned to APEX AERO LTD. On the return to APEX AERO LTD, all such Off Units shall be adequately bagged and shall be accompanied by a statement saying that the Units have been cleaned. APEX AERO LTD will not accept, store or ship any aircraft toilet or kitchen units unless they have been adequately cleaned and packaged in this way. In the event that such an Off Unit is returned to APEX AERO LTD without being cleaned, APEX AERO LTD shall have the right to arrange for the Off Unit to be cleaned by a third party and recharge to the Customer all the costs incurred by APEX AERO LTD in cleaning the Off Unit, including any transportation costs.

## 9. FORCE MAJEURE

Neither APEX AERO LTD nor the Customer shall be in breach of these Standard Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Standard Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months the party not affected may terminate these Standard Terms by giving 14 days' written notice to the other party.

## 10. CONFIDENTIALITY

Each of APEX AERO LTD and the Customer undertakes that it shall not disclose to any third party any confidential information concerning the business, affairs,



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customers, clients or suppliers of the other party or the contents of any written agreement between the parties, except as required by law or with the written consent of the other party.

## 11. LIABILITY

- 11.1 APEX AERO LTD makes no warranty or representation of any kind with respect to any Sale, Repair, Exchange as to merchantability, fitness for purpose, condition, quality, material design suitability, workmanship or operation of any kind or nature. All other conditions warranties or representations expressed or implied (save for the conditions implied by statute) are, to the fullest extent permitted by law, expressly excluded.
- 11.2 Nothing in these conditions excludes or limits the liability of APEX AERO LTD (i) for death or personal injury caused by APEX AERO LTD's negligence; (ii) for any matter which it would be unlawful for APEX AERO LTD to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.
- 11.3 Neither party shall be liable to the other for:
- 11.3.1 Any indirect, special or consequential loss or damage; or
- 11.3.2 Loss of data or other equipment or property; or
- 11.3.3 Economic loss or damage; or
- 11.3.4 Incurring of liability for loss or damage of any nature whatsoever suffered by third parties, other than death or personal injury (including in each case Incidental and punitive damages); or
- 11.3.5 Any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, including any AOG related losses or claims of any kind.
- 11.4 APEX AERO LTD's total liability in contract (including for any statutory interest payable), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Standard Terms (including for any statutory interest payable) shall be limited to the Order value.
- 11.5 The Customer indemnifies and holds APEX AERO LTD harmless against all taxes (other than corporation tax of APEX AERO LTD), levies, duties, charges, assessments or withholdings of any nature for which APEX AERO LTD may be liable by operation of these Standard Terms and for any legal costs incurred by APEX AERO LTD in enforcing any of its rights in respect of these Standard Terms.

## 12. CANCELLATIONS

- 12.1 The Customer may cancel any Order without charge if it notifies APEX AERO LTD of the cancellation, in writing: (a) for a Sale, prior to the shipping of the Part (b) for Repairs, prior to APEX AERO LTD's receipt of the Part, (c) for an Exchange, if (i) the Exchange Unit is already in stock at an APEX AERO LTD facility at the date of the Component Exchange Agreement and (ii) the Customer notifies APEX AERO LTD of the cancellation in writing, prior to notification by APEX AERO LTD to Customer that the Exchange Unit is ready for dispatch;
- 12.2 If, in order to satisfy the Customer's Component Exchange Agreement, APEX AERO LTD has been required to order the Exchange Unit from a third party supplier, and the Customer wishes to cancel the Component Exchange Agreement prior to dispatch of the Exchange Unit, the Customer shall notify APEX AERO LTD in writing. APEX AERO LTD reserves the right



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to recharge the Customer for restocking fees incurred in obtaining the Exchange Unit from a third party supplier.

12.3 APEX AERO LTD shall be entitled to suspend or cancel further Sales or Repairs under this and / or any other agreement between the parties hereto if the Customer:

12.3.1 fails to take delivery of any Exchange Unit ordered and made available to it;

12.3.2 fails to pay any amount due under these Standard Terms or the Credit Agreement within seven days of the due date; or

12.3.3 becomes bankrupt or suffers any similar or analogous action in consequence of any unpaid debt to any person or company.

12.4 On cancellation:

12.4.1 APEX AERO LTD shall have the right to re-take possession of any Part that has not been paid for or, in respect of a Repair which has not been paid for, to retain possession of any Part by way of a repairer's lien; and

12.4.2 The Customer shall immediately pay all fees and charges properly falling due under these Standard Terms or any relevant Credit Agreement.

### 13. PASSING OF RISK AND TITLE

13.1 All Parts are at the risk of the Customer from delivery Ex Works (as defined in Incoterms 2010) the APEX AERO LTD Facility. Parts Repaired are at the risk of the Customer until received by APEX AERO LTD Delivered Duty Paid (as defined in Incoterms 2010) APEX AERO LTD Facility. If the Customer loses or damages a Unit whilst in its care, custody or control, it shall be responsible for either the cost of the repair (if the unit is not beyond economic repair) or shall pay the replacement value (as defined in the Component Exchange Agreement) if the Unit has to be replaced.

13.2 The Customer agrees and warrants that title to and ownership of:

(i) Parts Sold by APEX AERO LTD shall remain with and be vested in APEX AERO LTD until APEX AERO LTD has received from the Customer full payment or until such time as it is installed on the Customer's aircraft (whichever is the earlier) at which point in time, title to the Exchange Unit will automatically pass from APEX AERO LTD to the Customer;

(ii) An Exchange Unit supplied by APEX AERO LTD shall remain with and be vested in APEX AERO LTD until APEX AERO LTD has received from the Customer full payment or until such time as it is installed on the Customer's aircraft (whichever is the earlier) at which point APEX AERO LTD shall pass full legal and beneficial title to the Customer AND the Customer shall automatically and simultaneously pass full legal and beneficial title to and ownership of the Off Unit to APEX AERO LTD;

(iii) Until transfer of title, the Customer holds the Exchange Unit as bailee and owes to the company the normal fiduciary obligations of a bailee by way of custody in respect thereof.

(iv) The Customer acknowledges that APEX AERO LTD has the legal right to assert such lien (or any other statutory or common law liens applicable in law, foreign or domestic).



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- (v) If the Customer fails to tender payment accrued due under any agreement with APEX AERO LTD (or any of its affiliates), APEX AERO LTD shall have the right to withhold supply of any unit to the Customer Property until such time as payment has been made.
- (vi) By accepting these Standard Terms, Customer acknowledges that it has granted a power of sale to APEX AERO LTD in respect of Customer's Property in APEX AERO LTD's possession which may be exercised by APEX AERO LTD in the event that any amount owed to APEX AERO LTD (or any affiliate of APEX AERO LTD) remains payable sixty days after the date of the original invoice in respect of the services delivered.

#### **14. MISCELLANEOUS**

- 14.1 APEX AERO LTD and the Customer declare that they each have the right, power and authority, and have taken all action necessary, to execute and deliver and to exercise their rights and perform their obligations under these Standard Terms.
- 14.2 Unless and until APEX AERO LTD and the Customer expressly agree otherwise in writing, these Standard Terms and the relevant Order contain the entire agreement between the parties with respect to its subject matter. Each of APEX AERO LTD and the Customer acknowledges that, in entering into these Standard Terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Standard Terms or in writing within the Component Exchange Agreement.
- 14.3 Any amendment, variation or modification of these Standard Terms shall be ineffective unless made in writing and signed by an authorised representative of each party.
- 14.4 the Customer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or counterclaim which the Customer may have or may wish to have or for any other reason whatsoever. APEX AERO LTD shall be entitled to set-off any Customer funds held on deposit against any amounts due and payable (and remaining unpaid) under these Standard Terms.
- 14.5 If any provision of these Standard Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Standard Terms, and the validity and enforceability of the other provisions of these Standard Terms shall not be affected. In addition, if a part of these Standard Terms becomes invalid, the parties will endeavour in good faith to reach agreement on a replacement provision that will reflect, as nearly as possible, the intent of the original provision.
- 14.6 The Customer shall not assign, transfer or sub-contract any Order to any third party without APEX AERO LTD's prior written consent.
- 14.7 The parties to these Standard Terms do not intend by these Standard Terms to confer any rights whatsoever on any other party. Accordingly, the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999 (or re-enactment thereof).
- 14.8 Where the Customer delivers any other standard terms and conditions to APEX AERO LTD in respect of an Order, these Standard Terms and Conditions of Supply shall prevail.



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14.9 APEX AERO LTD may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without the prior agreement of the Customer. This agreement shall be binding upon, and ensure to the benefit of, any successors and assignees of APEX AERO LTD, and references to it shall include its successors and assignees.

## 15. DISPUTE RESOLUTION, LAW AND JURISDICTION

All disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts applying the law of England and Wales. Any Customer incorporated outside the EU shall provide either a UK address for service of process or shall appoint a process agent in the UK as a condition precedent to being granted credit by APEX AERO LTD. Customer shall notify APEX AERO LTD of such address on the new customer application form.

## 16. NON-SURVIVAL OF TERMS

Unless expressly provided, no term of this Agreement shall survive expiry or termination of this Agreement.

## 17. VARIATION

No amendment or variation shall have effect unless it is in writing and signed by or on behalf of the Apex Aero Ltd and the Customer.

## 18. TERMINATION

Apex Aero Ltd and the Customer may agree in writing to terminate the Agreement, and if the parties so agree, they shall agree the date upon which that termination should take effect and any further terms upon which the Agreement should be terminated.

## 19. ENTIRE AGREEMENT

Subject to any variations made in accordance with clause [], this Agreement constitutes the entire agreement between the parties with respect to its subject matter.

The Agreement supersedes any prior agreements, negotiations, promises, conditions or representations, whether written or oral, and the parties confirm that they did not enter into the Agreement on the basis of any representations that are not expressly incorporated into the Agreement. However, nothing in this Agreement purports to exclude liability on the part of either party for fraudulent misrepresentation.

## 20. FORCE MAJEURE



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Neither party shall be responsible to the other for any failure or delay in performance of its obligations and duties under this Agreement which is caused by circumstances or events beyond the reasonable control of a party. However, the affected party must promptly on the occurrence of such circumstances or events:

inform the other party in writing of such circumstances or events and of what obligation or duty they have delayed or prevented being performed; and

take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.

Unless the affected party takes such steps, clause [] shall not have the effect of absolving it from its obligations under this Agreement. For the avoidance of doubt, any actions or omissions of either party's personnel or any failures of either party's systems, procedures, premises or equipment shall not be deemed to be circumstances or events beyond the reasonable control of the relevant party for the purposes of this clause, unless the cause of failure was beyond reasonable control.

If the affected party is delayed or prevented from performing its obligations and duties under the Agreement for a continuous period of 3 months, then either party may terminate this Agreement by notice in writing within such period as is reasonable in the circumstances (which shall be no shorter than 28 days).

The termination shall not take effect at the end of the notice period if the affected party is able to resume performance of its obligations and duties under the Agreement within the period of notice specified in accordance with clause [] above, or if the other party otherwise consents.

## **21. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English law.

Without prejudice to the dispute resolution procedures contained in this Agreement, in relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales."

## **22. WAIVER, DELAY OR FAILURE TO EXERCISE RIGHTS**

The failure or delay by either party to enforce any one or more of the terms or conditions of this Agreement shall not operate as a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Agreement."

## **23. SEVERANCE**

Subject to clause [], if any term of this Agreement, is held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such term shall, to



**APEX**  
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the extent required, be deemed to be deleted from this Agreement and shall not affect the validity, lawfulness or enforceability of any other terms of the Agreement.

If, in the reasonable opinion of either party, the effect of such a deletion is to undermine the purpose of the Agreement or materially prejudice the position of either party, the parties shall negotiate in good faith in order to agree a suitable alternative term to replace the deleted term or a suitable amendment to the Agreement.”