

BOS Aerospace Ltd

Terms and Conditions

These Terms and Conditions are considered fair and reasonable and all agreements made are subject to them. If you consider these Conditions to be unreasonable, you should inform us, in writing, prior to any agreements being made. Placing of your order for goods or services, you will be deemed to have accepted that these Terms & Conditions are fair and reasonable and that any agreement made for goods or services, has been made upon and subject to them.

Unless otherwise specifically agreed in writing by BOS Aerospace, no cancellations or alterations, or variation of these Conditions, shall be valid and no conditions of purchase supplied by you (whether contained in your order or otherwise howsoever) will have any effect. Where there is conflict between these Conditions and an alternative written agreement signed by a director of the Company the alternative agreement shall take precedence but where the alternative agreement shall be silent on any issue these Conditions shall apply on that issue.

1. Definitions

- 1.1. "Agreement" means any agreement for the supply of Services to a Buyer incorporating these Conditions.
- 1.2. "Buyer" or "you" or "Customer" means a person or organisation who agrees to buy Services from the Company.
- 1.3. "Company" or "us" or "BOSA" means BOS Aerospace Ltd, Company Registration: 08262433.
- 1.4. "Goods" or "Services" means services and/or goods supplied by the Company to a Buyer.
- 1.5. "Item" or "Component" of "Assembly" means the part owned by and received from the customer, to which services are to be performed.
- 1.6. "Owner" means the owner of the part or component.

2. Work Scope Definitions

- 2.1. "Overhaul" The component has been completely disassembled, cleaned, and inspected, repaired as necessary, reassembled, and tested in accordance with approved technical data.
- 2.2. "Repair" The component has been repaired to the minimum extent necessary to return the article to service in accordance with approved technical data.
- 2.3. "Inspect" The visual inspection of an item without disassembly in accordance with approved technical data. Further remarks maybe used within reports to infer greater inspection e.g. internal/external inspection.
- 2.4. "Test" The function testing of an item without disassembly in accordance with approved technical data.

3. Repair Orders & Components

- 3.1. Customers are required to specify, in detail, the responsibilities and work to be performed by BOSA. This should be unambiguous and sufficiently detailed to ensure that no misunderstanding arises between the 2 parties that could result in a situation where work that influences the airworthiness or serviceability of aircraft is not or will not be properly performed.
- 3.2. All Component repair order must be received with a Repair /Purchase Order containing the following minimum information: Quantity, Part Number, Part Description, Serial Number & Maintenance Service requirements including desired release type and Maintenance Data reference and revision.
- 3.3. Customers will be notified of Repair /Purchase Orders which are inaccurate for amendment.
- 3.4. Due to the nature of some repairs, BOS Aerospace reserve the right to utilise sub-contracted organisations in accordance with EASA 145.A.75.
- 3.5. BOSA shall have a general and particular lien on the Components in its possession as security for payment of all sums claimed by BOSA from the Customer. The charges due in respect of services provided by BOSA shall continue to accrue on

any Components detained under lien. If an invoice for the charges due to BOSA is not paid in full on its due date for payment, BOSA may, without prejudice to its other rights and remedies, give notice in writing to the Customer of its intention to sell or otherwise dispose of some or all of the Components in its possession if the amount outstanding is not paid in full within 14 days of the notice. If the amount due is not paid by the expiry of such period, BOSA may sell or otherwise dispose of some or all of the Components in its possession, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Goods to the Customer after deduction of all amounts due BOS Aerospace and the expenses incurred by BOS Aerospace for the sale or disposal of the Goods. BOS Aerospace shall not be liable for the price obtained for the sale or disposal of the Goods.

4. Maintenance Data

- 4.1. Customers are required to ensure all service bulletins are analysed and decisions are taken on their accomplishment, Airworthiness Directives are accomplished, and that all work including non-mandatory modifications are carried out to approved data and to the latest standards.
- 4.2. Maintenance data supplied by the customer will be considered controlled and current at the time of receipt, and remain so, unless otherwise stated.
- 4.3. Maintenance data supplied by BOSA will be considered controlled and current at the time of maintenance in accordance with BOSA 02-08-01.

5. Quotations

- 5.1. Quotations contain current pricing and lead times but maybe subject to change at any time.
- 5.2. Quotations do not include Shipping unless otherwise stated.
- 5.3. Quotations do not include bank charges unless otherwise stated.
- 5.4. Quotations do not include credit card charges unless otherwise stated.
- 5.5. Quote acceptances should be sent to acceptances@bosaerospace.com within 7 days from quotation date. If no notification of acceptance or rejection is received on or before this date, BOS Aerospace reserves the right to proceed and invoice accordingly.
- 5.6. Due to the nature of some repairs, BOS Aerospace reserve the right to send additional quotations caused by the failure of equipment during final testing, which could not reasonably have been foreseen or identified during initial testing or inspection. This number of re-quotes is not limited.
- 5.7. Due to the nature of some repairs, BOS Aerospace reserve the right to increase a quotation by no more than 50.00GBP during reassembly, covering the cost of consumables required, without the need to requote.
- 5.8. In event of customer equipment remaining at the BOS Aerospace facility, for a period greater than 1 calendar months, where the customer has not provided quote acceptance or instructions which enable the completion of the repair order, then the customer shall incur storage charges at the rate of £50.00GBP per Square meter, per calendar month. Invoices shall be raised against accumulative storage space absorbed by the customer at the beginning of each calendar month period.
- 5.9. The cost to date figure stipulated on a quotation refers to the cost incurred by the customer up to the date of quotation only.
- 5.10. Accepting a quotation will increase the cost to date figure.
- 5.11. Revoking, adjusting or changing a quotation approval will incur further costs up to the amount approved, plus any additional fees which may apply as per these terms and conditions.
- 5.12. Where restocking fees apply, these will be charged at a rate of 15%.
- 5.13. Where fixed pricing has been pre-agreed with the customer, although a quotation may be sent for reference, items will be dispatched, invoiced and returned as per the fixed price agreement.
- 5.14. Components scrapped on site (SOS) or Returned as is (RAI) will only be done following a clear rejection of the approved quote, along with further instruction, and cost to date will be payable by the customer.

6. Shipping

- 6.1. On completion of accepted services, items will be returned as per the customers repair order unless other prior arrangements have been agreed in writing.

- 6.2. When using a customer assigned courier service, a signed delivery note on collection of the item(s) will be considered proof of delivery to the customer.
- 6.3. BOSA accepts no liability for any accidentally damage, abuse, misuse, or tampering of items after collection by any courier service (other than BOSA itself) and prior to delivery to the customer, where it can be evidenced item(s) have been collected in an otherwise appropriate condition.
- 6.4. Where customer assigned courier services are used and proof of delivery is present, queries and or claims should be directed to the customer assigned courier service by the customer only.
- 6.5. Where BOSA assigned courier services are used and proof of delivery is present, queries and or claims will be directed to the courier service by BOSA on behalf of the customer.
- 6.6. Commercial invoices must be provided by the customer where required e.g. when shipping outside of the EU.
- 6.7. All Duties and Taxes are payable by the customer only.
- 6.8. Where possible, BOSA will assist in shipping arrangements as per the customers request, however BOSA reserve the right to decline shipping arrangements if it feels that safety and legal obligations are not met.

7. Warranty Policy

- 7.1. BOSA warrants all workmanship for components overhauled and or repaired by BOSA, to be free from defects in workmanship for the work performed, for a period of twelve (12) Months.
- 7.2. Components determined by BOSA to be defective for workmanship, shall be repaired to the extent deemed necessary by BOSA, and rectified (continued time) at no cost to the customer.
- 7.3. BOSA does not warrant parts or materials. Such warranty is the responsibility of the manufacture. BOSA does however, agree to submit a request for warranty to the appropriate manufacture on behalf of the customer, in appropriate circumstances. Any consideration given by the manufacturer for the warranty of the parts and/or materials, will be passed onto the customer.
- 7.4. This warranty is made in lieu of any and all other warranties expressed or implied.
- 7.5. BOSA Shall not be liable for incidental, special, or consequential damages of any kind under any circumstances.
- 7.6. The warranty does not include cost of removal, reinstallation, or any shipping costs.
- 7.7. BOSA's Maximum liability shall not exceed the unit price of the component specified, based on a fair market value.
- 7.8. Components repaired under warranty shall continue under their original warranty period.
- 7.9. This warranty policy shall apply only on the conditions that:
 - 7.9.1. The customer delivers written notice of its claim to BOSA within the warranty period defined herein and no later than thirty (30) days after the discovery of the defect which is the basis for the claim.
 - 7.9.2. The customer returns the unit freight prepaid prior to the expiration of the warranty period with all seals, tamper marks, and lockwire/safety wire intact and unaltered from its condition at the time it was released from BOSA.
 - 7.9.3. The Customer provides actual component operating hours or their best estimate.
 - 7.9.4. BOSA Determines (at its sole direction) that components returned for warranty defective and have not been subject to accident, abuse, misuse, or tampering and have been operated and maintained in accordance with the manufacturers recommendations and specifications and have not been repaired, altered or tested by any third party during the warranty period.
 - 7.9.5. All components returned for warranty are shipped F.O.B BOSA.
- 7.10. In the event that a warranty claim is submitted, BOSA will generate a warranty report and the unit will be quoted in accordance with section 4 of these terms are conditions.

8. Error Reporting

- 8.1. BOSA shall report to the competent authority, the state of registry and the organisation responsible for the design of the aircraft or component any condition of the aircraft or component identified by the organisation that has resulted or may result in an unsafe condition that hazards seriously the flight safety.
- 8.2. Where applicable, BOSA shall also report to the owner, the operator or the continuing airworthiness management organisation, any such condition affecting the owner's or the operator's aircraft or component.
- 8.3. Reports shall be made as soon as practicable, but in any case, within 72 hours of the person or organisation identifying the condition to which the report relates.

9. Component Supply

- 9.1. Components required for supply by the customer, must be pre-agreed in writing and received with full and acceptable traceability.
- 9.2. BOSA reserve the right to charge administration fees for the use of customer supplied components.
- 9.3. BOSA reserve the right to reject the use of customer supplied components.