



Customer Credit Application

Form:	FM01
Rev:	002
Date:	07 Jun 17

Legal Name Registered:			
Trade Name:			
Phone #		Fax #	E-mail:
Business Type: <input type="checkbox"/> Mfg. <input type="checkbox"/> Distributor <input type="checkbox"/> Airline <input type="checkbox"/> Service		Total Employees :	
Company Type: : <input type="checkbox"/> Sole Trader <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company			
Year Business Started:			
Directors/ Officers:			
Last Name	First Name	Position	Contact Telephone Number
Signing Authority:			
CREDIT DETAILS: State Currency Required <input type="checkbox"/> USD <input type="checkbox"/> EURO			
Credit Limit Required:		Current Financial Statement Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Credit Terms Required:		Total Annual Sales:	
INVOICE & SHIPPING DETAILS			
INVOICE ADDRESS:		SHIP TO ADDRESS:	
Accounts Payable Contact:			
Telephone #:		Fax Number:	
Number of Invoices Required:		e-mail:	
VAT #			
Company Registration # SIRET:			
Shipping Instructions:			
BANK REFERENCES:			
Bank:		Telephone#	
Branch:		Account #	
		IBAN #	
TRADE REFERENCES:			
Company:		Telephone:	
Address:		Fax:	
Company:		Telephone:	
Address:		Fax:	
Company:		Telephone:	
Address:		Fax:	

TOULOUSE AIR SPARES

S.A.S au Capital de 100000 euros
RCS TOULOUSE 534 947 692 - SIRET 534 947 692 00016
8 RUE DE LA BRUYERE - 31120 - PINSAGUEL - FRANCE
TEL : (33)-5-6220 6690 - FAX : (33)-5-6176 2128



Customer Credit Application

Table with 2 columns: Field (Form, Rev, Date) and Value (FM01, 002, 07 Jun 17)

DECLARATION

I/WE DECLARE THE ABOVE INFORMATION IS CORRECT AND THAT I/WE WILL ABIDE BY YOUR STANDARD TERMS AND CONDITIONS INCLUDING YOUR TERMS OF PAYMENT WHICH ARE STRICTLY 30 DAYS, ANY OTHER PAYMENT TERMS MUST BE AGREED IN WRITING.

Form with fields: Authorised Signatory, Print Name, Position, Date, Customer Services Contact, each followed by a horizontal line.

PLEASE COMPLETE AND RETURN TO: TOULOUSE AIR SPARES ACCOUNTS DEPARTMENT Email: accounting@toulouseairspares.com

TOULOUSE AIR SPARES USE ONLY: PLEASE DO NOT WRITE IN THIS AREA

Form with sections: DATE: CUSTOMER NUMBER:, CREDIT LIMIT: CREDIT TERMS:, NOTES:

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TERMS AND CONDITIONS

1. DEFINITION

- 1.1 "appropriate authority" means then relevant official, organization or individual responsible for control of quality and design standards.
- 1.2 "contract" means the agreement arising when any quotation made by TOULOUSE AIR SPARES is accepted by the customer, or when the customer's order is accepted by TOULOUSE AIR SPARES under these terms and conditions of sale ("terms and conditions") in relation to the supply of any goods.
- 1.3 "customer" means the person, firm or company purchasing the goods from TOULOUSE AIR SPARES.
- 1.4 "goods" means any goods, materials, spares, equipment or any part thereof and/or services ordered by the customer and supplied by TOULOUSE AIR SPARES pursuant to this contract.
- 1.5 "TOULOUSE AIR SPARES" means **TOULOUSE AIR SPARES SAS, (registered under RCS No 534947692)**, having its office at **8, Rue de la Bruyere, ZAC de la Bruyere, 31120, Pinsaguel, France**
- 1.6 "principal" means the owner or person responsible for any goods as defined above, which have been sold by TOULOUSE AIR SPARES, acting on behalf of the principal, to the customer.

2. APPLICATION AND PRECEDENCE

- 2.1 Any quotations supplied by TOULOUSE AIR SPARES shall remain valid for a period of 30 days from the date of the quotation, unless some other period is specified therein, or TOULOUSE AIR SPARES withdraws the quotation in writing to the customer.
- 2.2 These terms and conditions shall apply in respect of all quotations and orders, unless and to the extent that TOULOUSE AIR SPARES and the customer have in writing agreed otherwise.
- 2.3 These terms and conditions form an integral part of the contract and shall take precedence over and exclude any other conditions appearing in any acceptance form, purchase order or other document or letter emanating from the customer.
- 2.4 Any special conditions such as "exchange agreement" or "consignment/purchase agreement" or other relating to an order for the supply of any of the goods under the contract and agreed between TOULOUSE AIR SPARES and the customer shall be in writing and acknowledged or signed by TOULOUSE AIR SPARES, and such special conditions shall be part of these terms and conditions in that order.

3. THE CUSTOMERS ORDER

- 3.1 Goods are offered subject to them not having been sold or otherwise unavailable at the date of the contract. TOULOUSE AIR SPARES reserves the right to make any changes to the specification of the goods which are required to conform with any applicable safety or other statutory requirements in force from time to time and to alter or substitute the goods provided that neither form, fitness nor function are adversely affected thereby.
- 3.2 The customer shall be responsible to TOULOUSE AIR SPARES for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the customer.
- 3.3 Cancellations of orders are subject to written approval by TOULOUSE AIR SPARES and/or payment by the customer to TOULOUSE AIR SPARES of a **15% re-stocking fee**, and/or any other additional re-stocking fee as imposed by any parts manufacturer or distributor or any other third party and of any other applicable charges related to freight, duties etc.

4. PRICE

- 4.1 Unless otherwise specified the price is for the goods packed for airfreight and made available to the customer as provided in clause 5.4 or 5.5 below. If so agreed in writing, alternative forms of packaging will be provided and the customer shall bear all additional expenses associated therewith.
- 4.2 Any price quoted by TOULOUSE AIR SPARES will remain open for 30 days from the date of issue, unless in the quotation some other period is specified or the quotation is withdrawn by TOULOUSE AIR SPARES prior to acceptance by the customer, subject however to the prior sale by TOULOUSE AIR SPARES or its source of supply of the items in question, in which event the quotation given by TOULOUSE AIR SPARES will lapse and be void simultaneously with such sale.
- 4.3 The price is exclusive of all taxes, duties and freight charges which shall be paid by the customer. Should TOULOUSE AIR SPARES be required to pay any such taxes, duties or freight charges on behalf of the customer, the customer shall reimburse TOULOUSE AIR SPARES forthwith upon demand.
- 4.4 Notwithstanding anything to the contrary, TOULOUSE AIR SPARES may at its discretion revise the price to take into account any variation in the cost of labour, materials, fuel, power and transport or any additional costs resulting from any increase in all or any of such costs or resulting from the modification of the goods necessitated by any change in any statutory obligations or any requirements of any appropriate authority or any requirements of the manufacturer, distributor or any other third party prior to delivery. TOULOUSE AIR SPARES shall notify the customer of any such revision as soon as is reasonably practicable. The customer will be required to approve such revised price.
- 4.5 Where the price for the goods is varied in accordance with clause 4.4, the price as varied shall be binding on both parties and shall not give either party any right of cancellation.
- 4.6 Quotations in a currency other than **Euro** or **United State Dollars** are based on the rate of exchange at the time of quoting and unless otherwise stated, the price may at TOULOUSE AIR SPARES' discretion be subject to revision if any different rate of exchange is applicable at the date of invoice.

5. DUE DATE OF DELIVERY

- 5.1 Subject to the provisions of clause 2.4 hereof, TOULOUSE AIR SPARES shall give the customer notice (either written or oral), that the goods (under a specific airway bill or tracking number) have been shipped or are ready for collection on the date specified in such notice ("due date"). Unless expressly provided otherwise, delivery of the goods shall be effected by TOULOUSE AIR SPARES making the goods available for collection by the customer or shipped by TOULOUSE AIR SPARES on the due date in accordance with clauses 5.4 or 5.5 below ("delivery").
- 5.2 Each delivery shall be treated as taking place under a separate contract and default or delay by TOULOUSE AIR SPARES in any single delivery shall not entitle the customer to repudiate any previous or subsequent contract.
- 5.3 Unless otherwise specified by TOULOUSE AIR SPARES, the due date is an estimate only, made in good faith and TOULOUSE AIR SPARES shall not be liable for the consequences of any delay, whether direct or indirect. Unless expressly otherwise agreed in writing by the parties, time of delivery shall not be of the essence.
Notwithstanding the foregoing, any claims by the customer against TOULOUSE AIR SPARES for incorrect shipment or losses in transit of goods will not be valid unless TOULOUSE AIR SPARES is notified by the customer within 10 days from the date of shipment, as reflected on the airway bill or the tracking number, to the customer.
- 5.4 The customer shall collect the goods on the due date(s) from TOULOUSE AIR SPARES premises at **8, Rue de la Bruyere, ZAC de la Bruyere, 31120, Pinsaguel, France**, or such other place as nominated from time to time by TOULOUSE AIR SPARES to the customer, on an "ex-works" basis (Incoterms, latest applicable), failing which the customer shall (without prejudice to any other rights which TOULOUSE AIR SPARES may have), be liable for and shall promptly reimburse TOULOUSE AIR SPARES for all costs and expenses which TOULOUSE AIR SPARES may in its absolute discretion incur up to the time of actual collection, including the costs of protection, preservation, storage, insurance, demurrage or any other

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charges reasonably incurred by TOULOUSE AIR SPARES in connection with the goods, against payment for which TOULOUSE AIR SPARES shall be entitled to exercise a right of lien over the goods.

- 5.5 In the event that TOULOUSE AIR SPARES and the customer agree that TOULOUSE AIR SPARES shall arrange or undertake the carriage, freight, insurance or any other transport costs beyond the point of delivery at TOULOUSE AIR SPARES' premises, such costs shall be for the customer's account and shall not affect the provisions of the contract as to the passing of risk.
- 5.6 TOULOUSE AIR SPARES shall not be in default by reason of failure to perform its obligations if such failure arises by reason of any event beyond TOULOUSE AIR SPARES' reasonable control, including but not limited to, Acts of God, war, fire, flood, labour disputes, strikes, lockouts or other industrial actions, lockouts whether at any of TOULOUSE AIR SPARES' premises or the premises of TOULOUSE AIR SPARES' suppliers or sub-contractors, shortage of materials or services, detention or holding of the goods by any customs authorities or any national or international airworthiness authority, riots or civil commotion, sabotage, earthquakes and natural disasters, acts, restrictions or measures of any State or governmental authority, or any act or omission of the customer or of any third party. Without prejudice to clause 5.3 above, and clause 5.7 below if such a situation arises and affects TOULOUSE AIR SPARES' performance hereunder, the time for performance of TOULOUSE AIR SPARES' obligations shall be extended accordingly and TOULOUSE AIR SPARES shall take reasonable steps to minimize the effects of any such delay.
- 5.7 In the event that any failure to deliver or perform by TOULOUSE AIR SPARES pursuant to clause 5.6 results in a delay of more than 90 days, then TOULOUSE AIR SPARES shall be entitled to cancel all or part of the agreement by written notice to the customer without incurring any liability for such cancellation or failure to perform.
6. **PAYMENT**
- 6.1 TOULOUSE AIR SPARES shall render to the customer invoices showing the sums due under the contract. All payments due thereunder shall unless otherwise designated by TOULOUSE AIR SPARES be made in **Euro** or **United State Dollars (\$)** to TOULOUSE AIR SPARES' nominated bank account on or before the thirtieth day from TOULOUSE AIR SPARES' invoice date ("payment date").
- 6.2 Without prejudice to TOULOUSE AIR SPARES' rights under clause 12 hereof, if the customer fails to make payment within 30 days after the payment date, TOULOUSE AIR SPARES shall have the right (without prejudice of any other rights or remedies which may be available), to forthwith terminate or suspend all further work or deliveries until such default is made good. Any additional costs and expenses of whatever nature incurred by TOULOUSE AIR SPARES as a result thereof shall be borne by the customer.
- 6.3 The customer shall pay interest on any overdue amounts, at the rate of **1.5%** above the prime lending rate, as supplied from time to time by TOULOUSE AIR SPARES' bank.
- 6.4 If the customer fails to take delivery of the goods on the due date or if TOULOUSE AIR SPARES is procured or hindered from performing any of its obligations as a result of an act or omission on the part of the customer, TOULOUSE AIR SPARES shall be entitled (without prejudice to any other rights or remedies which TOULOUSE AIR SPARES may have), to invoice the customer for the price thereof and payment shall be due as if delivery of the goods had been affected. In such event the customer shall be liable for and shall promptly reimburse TOULOUSE AIR SPARES upon demand for all costs and expenses incurred by TOULOUSE AIR SPARES up to the time of actual collection or shipping of the goods in accordance with clause 5.4 or clause 5.5 of these terms and conditions.
7. **CREDIT TERMS / CREDIT LIMIT**
- TOULOUSE AIR SPARES shall allocate to the customer's account a credit limit, which will reflect a maximum value of goods which the customer may purchase and which credit terms the customer may utilize for the payment period mentioned in clause 6 and 6.2 above. The credit limit is given at the sole discretion of TOULOUSE AIR SPARES and may be subject to review, withdrawal and/or amendment without prior notice to the customer. Where, in the sole discretion of TOULOUSE AIR SPARES, the customer does not justify a credit limit or the credit limit has been exceeded, TOULOUSE AIR SPARES may require payment in advance of any delivery.
8. **RISK AND TITLE**
- 8.1 The risk of loss or damage to the goods shall pass to the customer upon delivery in accordance with clause 5.1 hereof, and subject to clause 2.4, TOULOUSE AIR SPARES shall have no responsibility or liability for goods damaged or lost in transit.
- 8.2 Notwithstanding that risk in the goods shall pass to the customer in accordance with clause 8.1, ownership of the goods shall remain vested in TOULOUSE AIR SPARES until payment in full has been received by TOULOUSE AIR SPARES:
- (i) for those goods;
 - (ii) for any other goods supplied by TOULOUSE AIR SPARES;
 - (iii) of any other monies due from the customer to TOULOUSE AIR SPARES on any account.
- 8.3 Until title to the goods passes to the customer under clause 8.2, the customer shall (unless otherwise authorized by TOULOUSE AIR SPARES):
- (i) keep the goods separately and readily identifiable as the property of TOULOUSE AIR SPARES;
 - (ii) not attach the goods to real property;
 - (iii) not incorporate the goods in or mix the goods with other material unless the goods remain at all times readily identifiable, serviceable and without damage.
- 8.4 Any resale by the customer of the goods in which ownership has not passed to the customer shall (as between TOULOUSE AIR SPARES and the customer only) be made by the customer as agent for TOULOUSE AIR SPARES, and the proceeds of any such sale shall be held in trust for the benefit of TOULOUSE AIR SPARES and placed in a separate account until accounted to TOULOUSE AIR SPARES.
- 8.5 Goods shall be deemed sold or used in the order delivered to the customer.
- 8.6 At any time before title to the goods passes to the customer (whether or not any payment to TOULOUSE AIR SPARES is then overdue or the customer is otherwise in breach of any obligation to TOULOUSE AIR SPARES), TOULOUSE AIR SPARES may (without prejudice to any other of its rights):
- (i) retake possession of all or any part of the goods and enter any premises for that purpose (or authorize others to do so), which the customer hereby authorizes;
 - (ii) require delivery up to it of all or any part of the goods.
- 8.7 TOULOUSE AIR SPARES may at any time appropriate sums received from the customer as it thinks fit, notwithstanding any purported appropriation by the customer.
- 8.8 Each clause and sub-clause of this clause is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.
9. **INSPECTION**
- If upon receipt of the goods by the customer at the agreed destination, the same shall appear not to conform to the order, and for 6 days after date of issue of the airway bill or the date of collection of the said goods, according to clause 5.4 or clause 5.5, the customer shall within 30 days of receipt thereof notify TOULOUSE AIR SPARES in writing of such defect and afford TOULOUSE AIR SPARES an opportunity to make any appropriate adjustment or replacement. The remedies afforded the customer under clause 10 shall be exclusively for defective goods discovered upon inspection, but such remedies shall not be lost by reason of the customer's failure to discover the defective goods within the inspection period provided in this clause. The customer shall not be entitled to delay payment for the goods pending inspection.
10. **WARRANTY**
- 10.1 Subject to clauses 8, 10.7 and 10.8, TOULOUSE AIR SPARES shall at its option, either repair or replace any goods, or refund the purchase price of any goods found to the satisfaction of TOULOUSE AIR SPARES within 12 months after the due date (or any revision to the due date notified by TOULOUSE AIR SPARES to the customer).
- 10.2 The customer shall give TOULOUSE AIR SPARES written notice within sixty (60) days of discovering any alleged defect in the goods and shall upon request by TOULOUSE AIR SPARES promptly return such goods properly packed to TOULOUSE AIR SPARES' nominated premises being **8, Rue de la Bruyere, ZAC de la Bruyere, 31120, Pinsaguel, France**, at the customer's risk and expense.
- 10.3 The foregoing warranty is subject to the following conditions:

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- (i) that goods have been stored, maintained, installed, operated and used in accordance with sound engineering practice and any instructions issued by the aircraft manufacturer or the parts manufacturer; and
- (ii) that the goods have not been subject to any alteration or misuse nor have they been damaged in any manner; and
- (iii) that the goods returned to TOULOUSE AIR SPARES are accompanied by a detailed technical report indicating the reason for removal, the date of installation/removal from the aircraft, the aircraft type and registration number and serial number, the number of flying hours since new and/or flying hours since overhaul and the number of cycles since new and/or cycles since overhaul and the original EASA or FAA tag and unserviceable tag.
- 10.4 TOULOUSE AIR SPARES shall not be responsible for removal or reinstallation costs or any charges relating to dismantling or reassembling any of the goods and any charges in connection therewith shall be borne by the customer.
- 10.5 If any of the goods are proved to the satisfaction of TOULOUSE AIR SPARES to be defective and within the terms of this warranty, TOULOUSE AIR SPARES shall bear all the reasonable costs of packing, insurance and transport which may be incurred by the customer in sending the goods to TOULOUSE AIR SPARES and in returning the repaired or replaced items to the customer, provided that the customer will make no charge for the use of its own transport.
- 10.6 Title to the goods or any parts thereof which are returned to TOULOUSE AIR SPARES by the customer and which TOULOUSE AIR SPARES subsequently replaces pursuant to the terms of this warranty shall revert in TOULOUSE AIR SPARES.
- 10.7 TOULOUSE AIR SPARES' obligations under this warranty shall not extend to any goods manufactured or supplied by third parties. In the case of such goods, TOULOUSE AIR SPARES shall use its reasonable endeavours to procure and transfer, where possible, for the benefit of the customer such warranty or guarantee (if any) as may have been provided to TOULOUSE AIR SPARES by any such third party, but subject thereto TOULOUSE AIR SPARES shall be under no liability whatsoever in respect of any defect in such goods.
- 10.8 Where any goods supplied by TOULOUSE AIR SPARES are used or second hand serviceable goods, the warranty period referred to in clause 10.1 above shall not apply. The applicable warranty period for any used or second hand serviceable goods supplied by TOULOUSE AIR SPARES pursuant to the contract shall be that (if any) offered by any third party and/or by TOULOUSE AIR SPARES to the customer from time to time.
- 10.9 So far as is permissible by law, goods represented by the customer to be defective shall not form the subject of any claim for work performed by the customer or for any loss, damage or expense of whatsoever nature suffered or incurred by the customer howsoever arising whether directly or indirectly from any alleged defect.
- 10.10 A claim in respect of any defect in the goods or in respect of any delay in delivery of the goods or any installment thereof, shall not entitle the customer to cancel or refuse such delivery or installment or payment for such goods.
- 10.11 The provisions of this warranty represent the entire liability of TOULOUSE AIR SPARES and/or its subsidiaries, its officers, employees and agents in respect of defective goods and all other warranties, guarantees, terms, conditions, representations or liabilities (whether direct, consequential or otherwise) as to quality, description, standard of workmanship, condition, fitness for purpose or otherwise (whether express or implied by statute or common law) are hereby excluded.
11. **DISCLAIMER**
- 11.1 Except as may otherwise be stipulated in this contract, TOULOUSE AIR SPARES and its principals shall not be liable to the customer for any losses whether in contract or in tort (including but not limited to negligence), or for breach of statutory obligation and whether arising directly or indirectly out of or in consequence of any act, default or omission of TOULOUSE AIR SPARES or its principals.
- 11.2 The customer hereby indemnifies and holds TOULOUSE AIR SPARES harmless in full against any claim for personal injury or death or loss or damage directly or indirectly occasioned by default (including non-compliance with any statutory or other obligation in relation to the goods) or misuse or mal-operation of the goods by or on the part of the customer or any person or persons other than TOULOUSE AIR SPARES.
- 11.3 This indemnity shall continue in force notwithstanding termination of this contract for whatever reason.
12. **TERMINATION**
- 12.1 If the customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the court shall make an order that the customer shall be wound-up (otherwise than for the purposes of solvent amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed to any of the assets or undertaking of the customer or if the customer suffers the appointment or the presentation of a petition for the appointment of an administrator if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding-up order or if the customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the customer shall, in the opinion of TOULOUSE AIR SPARES, become impaired or if the customer shall commit any breach of any part of the contract or these terms and conditions, TOULOUSE AIR SPARES may without prejudice to its rights and remedies under these terms and conditions or any other remedies arising at law, stop all goods in transit and suspend any further deliveries and may terminate the contract immediately whether in whole or in part.
- 12.2 In addition to any right of lien to which TOULOUSE AIR SPARES may by law be entitled, TOULOUSE AIR SPARES shall in the event of the customer's insolvency or bankruptcy be entitled to a general lien on all items in TOULOUSE AIR SPARES' possession (notwithstanding that such items or any of them have been paid for), for the unpaid price of any goods or other items sold and delivered to the customer by TOULOUSE AIR SPARES under the same or any other contract.
- 12.3 Notwithstanding anything contained in these terms and conditions, the customer shall not have the right to set off any claims it might have against TOULOUSE AIR SPARES against any sums otherwise due to TOULOUSE AIR SPARES.
- 12.4 Upon termination of the contract for whatsoever reason, TOULOUSE AIR SPARES shall be entitled to set-off any claims for payment it may have against the customer against any amounts due by the customer to TOULOUSE AIR SPARES.
- 12.5 Termination of the contract shall not affect the accrued rights and remedies of TOULOUSE AIR SPARES.
13. **INTELLECTUAL PROPERTY INDEMNITY**
- 13.1 Any liability of TOULOUSE AIR SPARES in respect of infringements of any intellectual property rights or any part thereof shall be limited to goods of TOULOUSE AIR SPARES design or goods manufactured to its design (unless otherwise stated by TOULOUSE AIR SPARES) and such liability shall be in respect of French intellectual property rights only. In the event of such infringement, TOULOUSE AIR SPARES' obligations shall be limited to (at TOULOUSE AIR SPARES' option) replacing the infringing goods by non-infringing goods, or securing at its own cost a licence permitting use of the said item by the customer or paying a sum to the customer in compensation not exceeding the contract price of the said infringing goods.
- 13.2 TOULOUSE AIR SPARES shall as far as it is legally reasonably able to do so, allow the customer the benefit of any relief or indemnities received from the supplier or third party, of any infringing goods not of TOULOUSE AIR SPARES' design and manufacture.
- 13.3 No liability shall be incurred by TOULOUSE AIR SPARES in respect of infringements or alleged infringements arising from the combination of the goods with any other item or from their use for a purpose not agreed or accepted in writing by TOULOUSE AIR SPARES prior to such use.
- 13.4 This indemnity is conditional upon TOULOUSE AIR SPARES receiving written notice from the customer within thirty (30) days of any complaint or claim being made or any action threatened or brought against the customer and the customer permitting TOULOUSE AIR SPARES to conduct any action or litigation which may ensue and all negotiations for settlement of the claim in the name of the customer.
- 13.5 The customer warrants that any design or item furnished by it, or compliance by TOULOUSE AIR SPARES with the customer's instructions, whether express or implied shall not be such as will cause TOULOUSE AIR SPARES to infringe any intellectual property rights and TOULOUSE AIR SPARES' liability (whether under this clause 13 or otherwise), shall in no case extend to any such infringement and the customer hereby undertakes that it shall indemnify TOULOUSE AIR SPARES upon demand against all and any losses, actions or claims (including the cost of defending any legal proceedings) incurred by TOULOUSE AIR SPARES as a result of any such infringement or alleged infringement.
14. **QUALITY ASSURANCE**
- Where appropriate, goods shall be inspected in accordance with TOULOUSE AIR SPARES' own system of quality assurance (Quality Management System) as approved by any appropriate authority and such inspection shall be evidenced by a certificate of inspection signed

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- by or on behalf of TOULOUSE AIR SPARES' head of quality assurance which shall be accepted unconditionally by the customer. TOULOUSE AIR SPARES' own certificate of inspection and a copy of the manufacturer or supplier certificate of inspection and EASA Form 1 or FAA 8130-3 (for rotatables only) will be provided with the goods.
15. **LICENCES**
- 15.1 The obtaining of any licence or consent for the export of the goods within or from **France** shall be the responsibility of the customer. TOULOUSE AIR SPARES shall at the customer's cost and upon request, endeavor to assist the customer to obtain such licence or consents but TOULOUSE AIR SPARES shall not be liable in the event of the non-issuance or renewal of any licence or consent.
- 15.2 In the event that delivery of the goods is to take place outside **France**, the supply of any goods for which an licence or other consent is necessary shall be conditional upon the granting of such licence or consent by the **French Government** or any other relevant competent authority to TOULOUSE AIR SPARES. TOULOUSE AIR SPARES shall at the customer's cost and upon request, endeavor to assist the customer to obtain such licence or consents but TOULOUSE AIR SPARES shall not be liable in the event of the non-issuance or renewal of any licence or consent.
- 15.3 The customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.
16. **NON-STANDARD ORDERS**
Where the customer orders goods or material of a type, size or quality not normally supplied by TOULOUSE AIR SPARES, TOULOUSE AIR SPARES will use all reasonable endeavours to execute the order, at additional costs wherever applicable, but if it proves impossible, impractical or uneconomical to carry out or complete the order, TOULOUSE AIR SPARES reserves the right to cancel the contract or the uncompleted order without any liability whatsoever to the customer, in which event the customer will only be liable to pay for such goods as may have been delivered.
17. **WAIVER**
Any failure, delay or indulgence on the part of TOULOUSE AIR SPARES in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder, and shall be without prejudice to the legal rights of TOULOUSE AIR SPARES and the obligations of the customer shall continue in full force and effect.
18. **ENTIRE AGREEMENT**
- 18.1 Except as may otherwise be stipulated in writing, this contract shall constitute the entire agreement between TOULOUSE AIR SPARES and the customer in respect of an order for any goods and shall supersede and exclude all prior representations, proposals or agreements whether oral or in writing. Any amendment or alteration to the contract shall be of no force and effect unless reduced to writing and signed by TOULOUSE AIR SPARES and the customer.
- 18.2 The customer acknowledges that, in entering into this contract, it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided herein and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
19. **ASSIGNMENT AND SUB-CONTRACTING**
- 19.1 TOULOUSE AIR SPARES may assign the contract and the rights and obligations thereunder whether in whole or in part and reserves the right to sub-contract its obligations to the contract or any part thereof.
- 19.2 The contract is personal to the customer, who shall not without the prior written consent of TOULOUSE AIR SPARES assign, mortgage, charge or dispose of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.
20. **SEVERABILITY**
In the event of any clause or provision or part thereof of the contract or these terms and conditions being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any court of competent jurisdiction, the remainder of any affected clause or provision of the contract and these terms and conditions shall remain in full force and effect.
21. **CONFIDENTIALITY**
Both the subject matter and the terms and conditions of the contract shall be treated by the customer as confidential and shall not without TOULOUSE AIR SPARES' written consent, be divulged to any other person.
22. **NOTICES**
All notices and requests required or authorized hereunder shall be given in writing either by personal delivery or recorded mail (return receipt requested), or by telegraph, telex or cable or email or facsimile transmission and the date upon which any such notice or request is personally delivered or if such notice or request is given by registered or recorded mail, telegraph, telex, cable, email or facsimile transmission, the date upon which it is received by the addressee shall be deemed to be effective date of such notice or request. The parties shall be addressed as per their normal business address for correspondence, or as may otherwise be notified by each party to the other, or in default thereof to their respective registered offices.
23. **INTERPRETATION**
Headings are for convenience only and shall not govern the interpretation of the contract or these terms and conditions.
24. **LAW**
- 24.1 These terms and conditions and any special condition relating to the contract shall be governed and construed and shall take effect in all respects in accordance with the laws of **France**, and the customer agrees irrevocably to submit to the jurisdiction of the applicable **French (Toulouse)** courts.
- 24.2 The customer shall be liable for all costs of legal proceedings instituted against it by TOULOUSE AIR SPARES, including collection commission, tracing charges and legal costs on an attorney and client scale.
- 24.3 To the extent that the customer may, in any jurisdiction in which proceedings may at any time be instituted for the determination of any question arising under or for the enforcement of the contract (including any interlocutory proceedings, the execution of any judgment or award arising therefrom), be entitled to claim or otherwise be accorded for itself or its property assets or revenues, immunity from suit and attachment (whether in aid of execution before judgment or otherwise), or other legal process and to the extent that in any jurisdiction there may be attributed to the customer or its property, assets or revenues such immunity (whether or not claimed), the customer hereby irrevocably agrees not to so claim and waives such immunity to the fullest extent permitted by the law of such jurisdiction.
25. **CONSENT TO DISCLOSURE OF INFORMATION**
- 25.1 The Debtor understands that the personal information given herein is to be used by TOULOUSE AIR SPARES for the purposes of assessing credit worthiness. The Debtor confirms that the information given is accurate and complete. The Debtor further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which TOULOUSE AIR SPARES will not be liable for any inaccuracies.
- 25.2 TOULOUSE AIR SPARES has the Debtor's consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in the credit information form and to obtain any information relevant to the Debtor's credit assessment including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time the Debtor has dealt with such supplier, type of goods or services purchased and manner and time of payment.
- 25.3 The Debtor agrees that information given in confidence to TOULOUSE AIR SPARES, by a third party on the Debtor, will not be disclosed to the Debtor.
- 25.4 The Debtor hereby consents to and authorizes TOULOUSE AIR SPARES at all time to furnish personal and credit information concerning the Debtor's dealings with TOULOUSE AIR SPARES to a credit bureau and to any third party seeking a trade reference regarding the Debtor in his / her / its dealings with TOULOUSE AIR SPARES.

TOULOUSE AIR SPARES

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