

Your order is accepted on the basis that the terms and conditions below shall apply to the order and any subsequent contract between us. Please read all of them carefully.

1. Contract

- 1.1 Acknowledgment and acceptance of this order by you must be made by making payment for the goods or supply of a purchase order where the organisation has entered into a credit arrangement with Air Covers Ltd.
- 1.2 This order shall be accepted entirely at our discretion and shall constitute a legally binding contract between us and you and such contract is hereafter referred to in these terms and conditions as "an order".
- 1.3 These conditions shall override any contrary, different or additional terms and conditions contained or referred to in any quotations, estimates, prior order forms or other documents from us. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

2. Alterations

- 2.1 You will be deemed to have accepted all goods upon their delivery by us to the address specified in the order.
- 2.2 We must be informed in writing of any changes, alterations, reductions or cancellations. An order can be cancelled up to the point where fabric has not been despatched by our suppliers. An order cannot be cancelled after fabric has been cut. We reserve the right to retain any deposits or charge in full for any goods supplied or fabricated where changes, alterations, reductions or cancellation are made.

3. Delivery and Risk

- 3.1 Unless otherwise stated in the order, the price quoted includes delivery to the address specified in the order.
- 3.2 Whereas we will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. We will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.
- 3.3 Risk in the goods shall pass to you upon delivery.
- 3.4 Aircraft requiring measuring, or unforeseen complications, might extend the required manufacturing period. Air Covers, its owners and staff cannot be held responsible for any loss or problem associated with such delays howsoever caused.

4. Use

- 4.1 Air Covers cover products are specifically designed and intended as protective ground equipment for ground use only. Air Covers covers do not form part of the flight equipment of any aircraft under any circumstances. It is permissible to carry an Air Covers cover onboard an aircraft in the baggage hold packed into the carry bag provided and properly secured and at the discretion and responsibility of the Pilot in Command.

5. Title and Payment

- 5.1 Unless otherwise stated in the order payment of the price of the goods comprised in the order shall become due on receipt of our pro-forma invoice.
- 5.2 We reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- 5.3 Furthermore we reserve the right to claim all additional costs (including, but not limited to legal costs) incurred in obtaining payment from you, where payment is late.
- 5.4 Title to the goods comprised in the order shall not pass to you until the full price has been paid. Furthermore we reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

6. Price

- 6.1 If payment is not received in advance (by mutual agreement and in writing from us) and the rate of value added tax (VAT) increases between the date of your order and the date of delivery we will add the necessary additional amount of value added tax to the price of the goods.
- 6.2 Clients outside UK (EC Countries): If in the EC VAT at UK rates will be added. If you wish to pay VAT at the rate applicable in your own country you must provide a valid EC VAT registration number which includes your country code.
Clients outside UK (Non-EC Countries): Goods delivered and invoiced to countries outside the EC will not be subject to VAT.
- 6.3 If the price of the goods increases for any other reason outside of our control between the date of your order and the date of delivery we will notify you of this and give you the choice of accepting the price increase or cancelling the order in which case any deposit paid by you will be refunded in full.

7. Force Majeure

7.1 We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

7.2 For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

7.3 Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

8. Warranties

We grant the following warranties

8.1 Air Covers products are warranted against faulty materials or workmanship for 2 years. Repairs or refurbishments are warranted for 6 months.

8.2 Warranty will only take effect once goods are paid for in full.

8.3 Warranty extends only to the materials from which a cover is made or from workmanship arising from its manufacture.

8.4 Warranty does not extend to any part of the material structure of the aircraft or airframe or airframe finishes or material fittings or fixtures.

8.5 Warranty extends only to repair or replacement of a cover at the discretion of Air Covers.

9. Liability

9.1 Air Covers, the owners or employees cannot be held responsible for damage to aircraft or personal injury arising from or as a result of the use of any products, goods supplied or services provided howsoever caused. We shall not be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise. Your statutory rights are unaffected.

9.2 Air Covers products are made to a very high standard in order to maximise their life under normal conditions. Correct and tight fitting of aircraft covers is vital to maximise security. Whilst we do our utmost to ensure that covers stay on in normal weather conditions we cannot guarantee security in extreme meteorological conditions, and would recommend removal. Air Covers, its owners or staff cannot be held responsible for damage caused by improper fitting, howsoever caused.

9.4 We or our insurers shall not be liable or investigate any claim for loss unless you have given written notice to us within 14 days of its occurrence and given us or our insurers every facility to investigate such occurrence.

10. Complaints

10.1 We aim to provide a high level of service. If you do have an enquiry or complaint regarding the goods provided by us please address them to The General Manager, Air Covers Ltd, Bryn Busnes Centre, Wrexham LL13 9UT, UK

11. Jurisdiction

11.1 If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

These terms and Conditions are subject to change without prior notice.