TERMS AND CONDITIONS

1. Validity: Any quotation Australian Aero Propeller Maintenance (AAPM) issues remains firm for 30 days unless otherwise advised in writing.
2. Payment Terms: All rates and charges are exclusive of GST. Payment shall be made in full within 30 days of the invoice date (30 days' net), unless otherwise specified herein. AAPM reserves the right to charge interest at the rate of 2% per month on all accounts outstanding beyond above terms. All Materials supplied to or by AAPM under or in relation to these terms and conditions will remain with AAPM until complete payment of all amounts due has been received.
3. Taxes: Any taxes, (other than taxes on the net income of AAPM by the Australian Government) levied in respect of payments due to AAPM by the Customer shall be for the account of the Customer and Customer shall indemnify AAPM to ensure that AAPM receives and retains a net sum, on the normal due date for payment, equal to the sum it would have received and retained under the relevant invoice had no taxes been levied. Taxes in this instance include interest and penalties arising from late payment of any tax liability. The Customer will pay all taxes, charges and duties imposed by or on behalf of any government or country other than the Government of Australia.
4. Freight & Storage: Unless specifically included in any quoted price all freight costs will be additional and will be invoiced at actual cost plus handling fee. AAPM recommends that customers send goods free into store (FIS). The Customer shall assume all risk of loss of or damage to the Customer's goods in transit to and from the Customer's place of business and the AAPM facility, regardless of whether or not AAPM organises, conducts and/or consigns the freight. AAPM reserves the right to charge storage fees for all Customer goods while in its possession.
5. Currency: Unless specified, the currency quoted is Australian Dollars (AUD)
6. Cancellation: Customers cancelling after acceptance of order by AAPM may incur costs associated with specifically purchased spares.
7. Scrap: Parts assessed as "scrap" (assessed at a repair cost in excess of 65% of the current list price), or any item which is not retrieved by the Customer within: (i) three (3) months of AAPM ceasing work on that property, or (ii) fourteen (14) days of AAPM sending notice to the last known address of the Customer, will be disposed of by AAPM at the customer's cost, unless in respect of parts assessed as "scrap" the customer has specifically requested otherwise in writing. The Customer indemnifies AAPM against all costs, expenses and liabilities incurred by AAPM arising from any exercise of AAPM's rights under this clause.
8. Exchange Goods: Exchange goods may be offered when available. All exchange costs are based on the Customer's goods being repairable. If it is found during rework that the item is not repairable the Customer will be charged the difference between the exchange price and replacement at current list price.
9. Lien: AAPM will have a general lien on all property of the Customer in AAPM's possession or control, together with any property belonging to a third party supplied by or at the direction of the Customer, for all sums due to AAPM by the Customer. If such sums are in excess of three (3) months overdue, AAPM will have the right to sell any such property to the extent necessary to recover payment of all amounts due, including (without limitation) storage costs, interest and expenses, provided that such sale may not take place until at least one (1) month after the date AAPM sent notice of sale to the last known address of the Customer. This lien will survive if the property is from time to time removed from AAPM's possession. AAPM will endeavour to obtain a fair market price, but will not be obliged to adopt any particular sale procedure. Customer warrants that it is the legal and beneficial owner of all property placed in AAPM's possession, or that it is otherwise entitled to place the property with AAPM subject to these terms, and the Customer indemnifies AAPM against all costs, losses, expenses and liabilities arising from any exercise of AAPM's rights under these terms. Customer warrants that all such property will be free of encumbrances at all times.
10. Exchange Rate Variation: AAPM reserves the right to vary a quote to reflect any significant variations, in exchange rate.
11. End User Requirements: The Customer warrants that all end user certifications or approvals, if any, that are necessary to satisfy foreign government end user requirements, have been obtained.
12. Insurance: Customer shall arrange and maintain the following policies of insurance:
    (a) an All Risks Aviation Spares Policy or All Risks Property Insurance Policy covering Property (Engines/Props etc) while at AAPM's facility and whilst in transit to and from AAPM's facility. AAPM will only be liable for damage to Customer's Property as a result of AAPM's gross negligence or wilful misconduct whilst in AAPM's care, custody and control.
    (b) Aviation Legal Liability policy covering liability for third party property damage, death and bodily injury. AAPM is to be named as an additional insured party and the policy must contain a cross liability condition to the effect that despite AAPM being named as additional insured, the insurance shall operate in all respects as if a separate policy had been issued covering each insured party.

    The insurance policies referred to in (a) and (b) above must be primary and without right of contribution from AAPM or any insurance effected by AAPM, and the Customer shall cause its insurers to waive any rights of contribution against AAPM.

WARRANTY

13. AAPM warrants that all items will be free from defects or failures due to faulty workmanship by AAPM for 1000 operating hours or 6 months from re-delivery of the goods, whichever expires first, unless otherwise agreed in writing.
14. The Customer must notify AAPM in writing within 30 days of any such failure becoming apparent and shall allow AAPM a reasonable opportunity for inspection and any adjustment or replacement as AAPM so decides.
15. To the fullest extent permitted by law, AAPM's obligations and liability and the Customer's remedy for defects or failures due to faulty workmanship are solely and exclusively limited to correction of the defect or failure by AAPM at its own expense including all transportation charges incurred in connection therewith, provided that: (a) Subsequent to the completion of work by AAPM the goods were operated and maintained by the customer in accordance with the manufacturer's and/or AAPM's (written) instructions; and (b) The goods were used in normal operations for their intended purpose, were not subject to misuse and were not repaired or altered by anyone other than AAPM; and (c) Any faulty goods under this clause will be repaired or replaced as AAPM decides at its sole discretion.
16. Any goods that are the subject of a warranty claim under this provision must be accompanied by a copy of the Release Certificate and be returned to AAPM, 7 Plane Tree Avenue, Dingley, Victoria 3172, Australia, using AAPM's designated freight forwarder.

LIABILITY

17. To the fullest extent permitted by law the above warranty is exclusive and no other warranty either expressed or implied whether statutory or otherwise, including warranties of merchantability or fitness for purpose nor any affirmation of fact or promise is given by with respect to the performance of work on any component or part supplied hereunder. AAPM shall not be liable to the Customer for any indirect loss or damage, or for any consequential losses, loss of revenues or profits, or loss of use whatsoever and howsoever caused or arising. AAPM's total liability to the Customer is limited to the amount paid by the Customer to AAPM in respect of the relevant work order
18. The Customer hereby indemnifies AAPM, its related companies, its and their officers, agents, subcontractors and employees from and against any and all claims, proceedings, costs, expenses, damages and losses arising out of or in any way connected with the goods provided (or to be provided) or the work performed (or to be performed) and which relates to any loss of, or damage to, property (whether real or personal); injury to any person including injury resulting in death; or any defect in the goods or work performed, except to the extent caused by the gross negligence or wilful misconduct of AAPM, its related companies and its and their officers, agents, subcontractors or employees.
19 These terms will be construed in accordance with and will be governed by, the laws of Australia. These terms will apply to all work carried out by AAPM for the Customer, notwithstanding any other terms attached to or incorporated in any purchase order, notification of acceptance or any other communication from the Customer. AAPM may from time to time update these terms by posting the amended terms on its website. All such changes will be deemed to take effect 30 days after being posted to the website, and it is the Customer's responsibility to periodically check the website for any such changes.