

CFS Aeroproducts Ltd Terms and Conditions

CFS T&Cs (Rev. 18.8.16)

1. General

The following Terms and Conditions shall govern the Contract of Sale between CFS Aeroproducts Ltd (CFS) and the Purchaser. These Terms and Conditions shall govern the subject order to the entire exclusion of all other terms and conditions. Any other provisions that are inconsistent with these terms and conditions shall be deemed without force or effect.

2. Warranty

Materials and Workmanship

- a) CFS warrants that all propeller components to be supplied under this contract shall be free from defects in workmanship and material for a period of three (3) months or one hundred (100) hours of operation, whichever occurs first from the date of shipment from the factory.
- b) The warranty activation date is the date that the propeller or engine is first operated for any use or the fifteenth (15) day after date of delivery / collection from CFS, whichever occurs first. For kit engines assembled by CFS this may be extended (upon application) for up to twenty four (24) months from date of shipment subject to quarterly re-inhibit in accordance with (IAW) CFS inhibiting instructions. This extension is subject to CFS's written acceptance of the storage conditions and procedures followed since delivery / collection from CFS.
- c) CFS warrants that all modern opposed engine overhauls, shockloads and overspeeds to be supplied under this contract shall be free from defects in workmanship and material for a period of twenty four (24) months or five hundred (500) hours or operation whichever occurs first from the date of shipment from the factory.
- d) CFS warrants that all modern opposed engine repairs to be supplied under this contract shall be free from defects in workmanship and material for a period of twelve (12) months or two hundred and fifty (250) hours or operation whichever occurs first from the date of shipment from the factory.
- e) CFS warrants that all turbine engine repairs to be supplied under this contract shall be free from defects in workmanship and material for a period of twenty (24) months or five hundred (500) hours or operation whichever occurs first from the date of shipment from the factory.

- f) CFS warrants that all vintage/classic engine overhauls, repairs and rebuilds to be supplied under this contract shall be free from defects in workmanship and material for a period of six (6) months or fifty (50) hours or operation whichever occurs first from the date of shipment from the factory.
- g) Should any failure to conform to this warranty arise within this time period, CFS shall correct such nonconformity by repair or, at its option, by replacement, provided that the equipment has been stored, installed, maintained, and operated in accordance with good industry practice and any specific recommendations of CFS.
- h) All claims must be submitted to CFS during the period specified herein and during the warranty period, or shall be deemed waived by Purchaser. CFS shall have the right to inspect the defective equipment upon request, or if such is not installed, to have it returned by the Purchaser. CFS shall not be responsible for costs of shipping, removal or installation of any item whether or not supplied by CFS.
- i) This warranty applies only to propellers and engines which have been installed, inspected and maintained in accordance with the instructions for continued airworthiness, including compliance with all applicable service bulletins issued by the manufacturer. Performance of recommended inspection and maintenance must be documented by appropriate logbook entries and the logbook must accompany the propeller or engine being returned for warranty consideration.
- j) All new parts are covered by manufacturers' warranty only.
- k) Externally sourced accessories are warranted in accordance with the manufacturer's terms and conditions, also with our supplier's terms and conditions.
- l) This warranty is a warranty to repair or replace and not a warranty of the condition or future performance of the product which it covers. There is no other warranty, expressed or implied, specifically, but without limitation. There are no implied warranties of merchantability or fitness for a particular purpose. In no event will CFS be responsible for any incidental or consequential damages or costs arising out of the failure of any engine or part to operate properly, or arising out of any breach of the warranty made herein. No person is authorised to give any other warranty or to assume any additional obligation or liability on behalf of CFS.

3. Delivery

All scheduled completion dates are estimated. CFS will use its best efforts to maintain the dates specified; however, CFS shall not be liable for any delay or failure in the estimated delivery or shipment, or for any damages suffered by reason thereof.

4. Force Majeure

CFS shall not be liable for any loss or damage resulting from delay in the completion of the work caused by labour disputes, acts of God, fires, riots, thefts, accidents, inability to obtain necessary labour, materials, components, or fuel, acts of the Government, or any other cause which is beyond the reasonable control of CFS. CFS agrees to notify Purchaser if any of these events occur and the Purchaser will extend the dates by a period of time equal to the delay experienced and its consequences, if any.

5. Retention of Title

- a) Title to goods shall remain vested in CFS and shall not pass to Purchaser until the purchase price for goods has been paid in full and received by CFS. Until title to the goods passes:
 - i) CFS shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the goods;
 - ii) CFS and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the goods or any part are stored, or upon which CFS reasonably believes them to be kept;
 - iii) The Purchaser shall insure the goods to their full replacement value, and arrange for CFS to be noted on the policy of insurance as the loss payee.
- b) Irrespective of whether title to the goods remains vested in CFS, risk in the goods shall pass to the Purchaser upon delivery.

5. Collections

In the event of CFS reassigning any debt to a collections agency then the Purchaser will be held liable for any legal fees incurred.

6. Limitation of Liability

In no event, shall CFS be liable in contract tort, strict liability, indemnity, warranty or otherwise, for any special, indirect, incidental or consequential damages, such as but not limited to, loss of anticipated profits or revenue, loss of use of component or aircraft, non-operation or increased cost of operation of other equipment, cost of capital, cost of purchased or replacement product, or claims of customers of the Purchaser for loss or damage of any nature whatsoever.

The liability of CFS, with respect to any contract, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or technical direction of

installation, repair, replacement or use of any component covered by or furnished under this contract, whether in contract, in tort, in warranty, in indemnity and in strict liability, or otherwise, shall not exceed the purchase price paid and the Purchaser will indemnify and hold CFS harmless from any and all liability arising under this contract in excess of said purchase price amount.

7. Governing Law and Jurisdiction

This Contract shall be governed by and construed to take effect in accordance with English Law and each of the parties to this Contract submits to the exclusive jurisdiction of the English Courts.

8. Payments

Please be aware that there will be a 2.5% charge for any client wishing to make payments by credit card.