AEROMET INTERNATIONAL LIMITED – STANDARD TERMS & CONDITIONS OF SALE

Definitions

In these Conditions, unless the context otherwise requires:

"Aeromet" means Aeromet International Limited.

"Purchaser" means the entity purchasing Goods or Services from Aeromet.

"Goods" means all products, castings, parts, tooling, patterns, dies and any related items supplied by Aeromet.

"Services" means any work performed by Aeromet, including design assistance, machining, testing or any other service relating to Goods.

"Contract" means any agreement for the supply of Goods or Services incorporating these Conditions.

"Order" means a purchase order or other written acceptance from the Purchaser.

1. Application

1.1 These Conditions apply to all quotations, offers, Orders and Contracts for the supply of Goods or Services by Aeromet and shall govern the Contract to the exclusion of all other terms.

1.2 By placing an Order, Purchaser accepts these Conditions in full and acknowledges that no other terms shall apply, whether printed on Purchaser's purchase order or otherwise.

1.3 These Conditions shall prevail over any terms or conditions which Purchaser seeks to impose, incorporate or rely upon, whether communicated before, with or after Purchaser's Order. Any such terms are expressly rejected and shall be of no legal effect. Any reference to Purchaser's terms or conditions in any Order, acknowledgement or communication shall be of no effect and shall not incorporate such terms into the Contract.

1.4 Aeromet's commencement of work, performance, manufacture, delivery, or any other act shall not constitute acceptance of any Purchaser terms, nor shall any failure by Aeromet to object to such terms amount to acceptance.

1.5 No addition to, variation of, or exclusion from these Conditions shall be binding unless expressly agreed in writing and signed by an authorised signatory of Aeromet.

1.6 In the event of any inconsistency or conflict, the following order of precedence shall apply:

(a) any written, signed variation issued by Aeromet; (b) Aeromet's quotation; (c) these Conditions; (d) any agreed specification or technical documents.

2. Validity of Quotation

Quotations remain valid for 30 days from the date of issue unless otherwise stated in writing. Aeromet may amend or withdraw a quotation at any time prior to written acceptance, and no quotation shall constitute an offer capable of acceptance until Aeromet confirms otherwise in writing.

3. Order Acceptance & Information Requirements

Order acceptance must include all technical, commercial and operational information required by Aeromet to proceed with the Order. If, in Aeromet's opinion, the information provided is incomplete, inaccurate or insufficient, Aeromet may amend the quotation, price, delivery schedule and any other affected terms, and shall not be obliged to commence work or commit capacity or materials until all required information has been received in full.

4. Delivery & Quantity

4.1 Delivery times, dates and periods provided by Aeromet are estimates only, are given in good faith, and shall not create any liability whatsoever for delay, whether foreseeable or not. Time for delivery is not of the essence unless expressly agreed in writing by an authorised signatory of Aeromet.

4.2 The delivery period shall run from the date of Aeromet's written Order acknowledgement and is conditional upon timely receipt of all information, approvals, materials, patterns, tooling and instructions required from Purchaser.

4.3 Delivery times exclude any period required for Purchaser sample approval, design validation, tooling adjustments or any other approval or sign-off process required by Purchaser.

4.4 Delivery is ex-works Aeromet's sites (EXW, Incoterms® 2020) unless expressly stated otherwise in Aeromet's quotation or written agreement.

4.5 Due to the nature of casting and associated manufacturing processes, Aeromet may deliver ±10% of the quantity ordered and shall invoice, and be paid, for the quantity actually delivered, which Purchaser agrees shall constitute full performance of the Order.

4.6 Aeromet may deliver the Goods in one or more instalments. Each instalment shall be deemed a separate contract, and failure to deliver or delay in delivering any instalment shall not entitle Purchaser to cancel any other instalment or terminate the Contract.

4.7 Aeromet may suspend manufacture, delivery or further performance of the Contract (and may withhold release of Goods ready for despatch) if: (a) any payment is overdue; (b) Purchaser exceeds any credit limit set by Aeromet; or (c) Purchaser's creditworthiness is, in Aeromet's reasonable opinion, impaired. During any such suspension, Aeromet shall have no liability for delay, and Purchaser shall remain liable for all costs, expenses and losses arising from or connected with the suspension.

4.8 Acceptance of the Goods by Purchaser shall be deemed to occur upon delivery unless rejected in writing within 10 working days on the basis of non-conformance identified in accordance with clause 9.1.

5. Prices

5.1 Prices exclude VAT and are ex-works Aeromet's factories. Prices are fixed unless stated otherwise in the quotation. A minimum casting line value applies.

5.3 Modifications or rescheduling requested by Purchaser will be subject to additional charges and revised delivery schedules.

6. Patterns, Tooling & Dies

6.1 Purchaser-supplied tools, patterns and dies must be in good condition, accurate to drawing, and suitable for use by Aeromet.

6.2 Aeromet will store Purchaser tooling during the Contract; any maintenance, repair, refurbishment, replacement or additional tooling required is chargeable to the Purchaser.

6.3 Where yields, dimensional accuracy, surface finish or overall performance of any Purchaser-supplied tooling, patterns or dies become, in Aeromet's reasonable opinion, unsatisfactory or inconsistent due to wear, degradation, damage or general deterioration, Purchaser shall be fully responsible for the cost of all necessary repair, refurbishment or replacement to restore acceptable production performance. Aeromet shall have no liability for delays, non-conformities, scrap or reduced output arising from such tooling wear, and Aeromet shall not be required to continue production until Purchaser has authorised and funded the required corrective works.

6.4 Tooling made by or on behalf of Aeromet becomes Purchaser property upon full payment of all relevant sums.

6.5 Aeromet will store Purchaser tooling for up to three years after completion of the last order, after which Aeromet may return, charge storage for, or dispose of such tooling upon written notice.

6.6 Aeromet accepts no liability for loss of or damage to Purchaser-supplied tooling and will not insure such tooling.

7. Payment Terms

7.1 Purchaser shall pay all invoices strictly in accordance with the agreed credit terms, and in any event no later than the due date stated on the invoice. Time for payment is of the essence.

7.2 Aeromet may withdraw, reduce or vary any credit facility offered to Purchaser at any time, including (without limitation) upon any late payment, deterioration in Purchaser's financial position, or reasonable concerns as to Purchaser's creditworthiness. Aeromet may require payment in advance or on a cash-with-order or cash-on-delivery basis.

7.3 Interest accrues on all overdue sums at a rate of 4% per annum above NatWest Bank's base lending rate, calculated daily and compounded monthly, from the due date until payment is received in full, whether before or after judgment. Aeromet reserves the right to claim statutory interest and compensation for late payment under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable.

7.4 Purchaser shall pay all sums due in full and without any set-off, counterclaim, deduction or withholding, except as required by law. Purchaser shall not withhold payment as a result of any dispute, claim or alleged defect in the Goods or Services, which shall be dealt with separately.

7.5 If Purchaser fails to make any payment when due, all amounts owing to Aeromet under any contract between the parties shall become immediately due and payable, and Aeromet may suspend manufacture, delivery, performance or further work until all outstanding sums have been paid in full.

8. Property, Title & Risk (Enhanced Retention of Title)

8.1 Risk in the Goods shall pass to Purchaser upon delivery in accordance with the applicable Incoterm. Title shall not pass at that time.

8.2 Title to all Goods supplied by Aeromet shall remain with Aeromet until Purchaser has paid in full all sums owing to Aeromet under the Contract and under any other contract between the parties ("all-monies retention of title"). Payment shall mean cleared, irrevocable funds received by Aeromet.

8.3 Until title passes, Purchaser shall: (a) store the Goods separately, in good condition, and clearly marked and identifiable as Aeromet's property; (b) keep the Goods free from any charge, lien or encumbrance; (c) insure the Goods at their full replacement value with a reputable insurer, noting Aeromet's interest on the policy, and provide evidence of such insurance on request; (d) hold any proceeds of sale, insurance or compensation relating to the Goods on trust for Aeromet in a segregated bank account; (e) not incorporate, attach, mix, process or transform the Goods with other items in any way that would prevent the Goods from being identifiable or recoverable, unless expressly authorised in writing by Aeromet.

8.4 If the Goods are mixed with, incorporated into or transformed into other products, Purchaser agrees that: (a) title to the resulting products shall vest in Aeromet as security for all sums due; and (b) Purchaser shall hold such products as bailee and fiduciary agent for Aeromet.

8.5 Upon any default by Purchaser (including late payment) or any insolvency event, Aeromet may immediately, without prejudice to any other rights: (a) terminate Purchaser's authority to use, sell or dispose of the Goods; (b) require the immediate return of all Goods in which title remains with Aeromet; (c) enter any premises (including the premises of third parties where the Goods are stored) at any time to inspect, identify, secure or recover the Goods; (d) stop the Goods in transit and withhold further deliveries; (e) recover all associated costs, losses and expenses from Purchaser, including costs of repossession, transportation and storage.

8.6 Purchaser's right to possess the Goods shall cease immediately if a receiver, administrator or liquidator is appointed or if Purchaser becomes unable to pay its debts or suffers any analogous event.

8.7 Purchaser shall notify Aeromet immediately if: (a) the Goods are lost, damaged or stolen; (b) any third party claims, attempts to seize or asserts rights over the Goods; or (c) any insolvency proceedings are threatened or commenced.

8.8 Aeromet's rights under this clause shall survive termination of the Contract for any reason.

9. Warranty & Exclusive Remedies

9.1 Aeromet warrants that, at the time of delivery and for a period of three (3) months thereafter, the Goods shall; (a) using specified tolerances, conform dimensionally to the master engineering reference drawings and specifications expressly agreed in writing; and (b) be free from metallurgical defects detectable at the point of delivery using standard industry inspection methods, being penetrant flaw detection (PFD), X-ray inspection or visual inspection, and where required by customer specifications, mechanical testing of test bars or coupons. For the purposes of this warranty, "defect" shall be strictly limited to non-conformances defined in sub-clauses (a) and (b) above. No other inspection basis, including those requiring material removal or surface activation through machining or chemical etching, shall be considered valid for determining conformity at point of supply.

9.2 Aeromet shall have no liability for; (a) any discontinuities, porosity, linear indications or other metallurgical conditions only revealed as a result of machining, etching, chemical processing or other post-processing operations carried out by or on behalf of the Purchaser; (b) any condition not detectable using the inspection methodologies referenced in clause 9.1(b) at the point of delivery; or (c) any failure arising from normal process variability inherent to casting, provided that the Goods complied with the agreed specifications and applicable acceptance criteria at delivery.

9.3 Any alleged defect must be; (a) notified to Aeromet in writing within the warranty period, (b) supported by objective evidence of non-conformance to the standards defined in clause 9.1; and (c) returned to Aeromet, carriage paid, for inspection. No warranty claim shall be valid unless Aeromet confirms the defect falls within clause 9.1.

9.4 For valid warranty claims, Aeromet shall, at its sole option; (a) repair the defective Goods; (b) replace them with conforming Goods; or (c) issue a credit not exceeding the original invoiced value. These remedies constitute the Purchaser's sole and exclusive remedy for any defect.
9.5 Goods returned after expiry of the warranty period shall, if accepted, be credited on the basis of recoverable metal weight only. Any replacement Goods after such time will be charged at the prevailing prices.
9.6 No warranty applies where defects arise (in whole or in part) from; (a) Purchaser designs, specifications, patterns or instructions; (b) normal wear, tear or inherent characteristics of cast materials; (c) improper storage, handling, installation or use by the Purchaser; or (d) modification or repair by the Purchaser or any third party without Aeromet's prior written consent.
9.7 The remedies in this clause are the Purchaser's sole and exclusive remedies, and Aeromet shall have no further liability (including for loss of profit, production disruption, downtime, or other indirect or consequential loss), whether arising in contract, tort (including negligence), strict liability or otherwise.
9.8 All other warranties, representations, conditions or terms (whether express or implied, including those relating to satisfactory quality or fitness for purpose) are excluded to the fullest extent permitted by law.

10. Tests
Purchaser bears the cost of any test pieces required. Any data provided by Aeromet in relation to the physical or chemical properties of the Goods is for guidance only and shall not constitute any warranty or guarantee unless specific tolerances have been expressly agreed with Purchaser in writing at the time of Order placement.

11. Limitation of Liability
11.1 Aeromet shall only be liable for direct loss or damage suffered by Purchaser to the extent such loss or damage is caused by Aeromet's negligence or breach of contract.
11.2 Aeromet's total aggregate liability, whether arising in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall in no circumstances exceed the greater of £10,000 or the price paid (or payable) for the specific Goods or Services giving rise to the claim, to the exclusion of all other amounts.
11.3 Aeromet shall not be liable to Purchaser for any loss of profit, revenue, contracts, business or opportunity; indirect, special or consequential loss or damage of any kind; loss of data, loss of production or business interruption; loss arising from delay or failure to deliver on estimated dates; costs of substitute or replacement goods, tooling or services; or loss arising from acts or omissions of the Purchaser or its agents, including defective specifications, patterns, tooling or instructions.
11.4 Purchaser acknowledges that it has not relied on any statement, representation, warranty or understanding made by Aeromet, its employees or agents, which is not expressly set out in the Contract. All other representations are excluded.
11.5 Nothing in these Conditions shall limit or exclude liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be limited or excluded.
11.6 Aeromet shall have no liability for certification, regulatory approval, airworthiness or conformity to any aerospace standard unless expressly agreed in writing.
11.7 The parties agree that the exclusions and limitations in this clause are reasonable and reflect the commercial allocation of risk between the parties.

12. Force Majeure
12.1 Aeromet shall not be liable for any failure or delay in performing any of its obligations under the Contract to the extent such failure or delay is caused by an event, circumstance or cause beyond its reasonable control ("Force Majeure Event"). Force Majeure Events include, without limitation: natural disasters, fire, flood, explosion, war, terrorism, civil commotion, armed conflict, pandemics or epidemics, government restrictions, sanctions, export controls, cyber-incidents, power failures, raw material shortages, industrial action, labour disputes, and any failure or delay by suppliers, subcontractors or logistics providers.
12.2 Aeromet's obligations shall be suspended for the duration of the Force Majeure Event, and the time for performance shall be extended accordingly. Aeromet shall have no liability for any delay, non-performance, increased costs or inability to deliver arising from or connected with the Force Majeure Event.
12.3 Aeromet may allocate production, capacity, materials and deliveries among its customers as it considers fair and reasonable in the circumstances.
12.4 If a Force Majeure Event continues for more than 120 days, or if Aeromet reasonably considers that continued performance has become materially more costly, commercially impracticable or impossible, Aeromet may terminate the Contract with immediate effect by written notice.
12.5 Upon termination under this clause, Purchaser shall pay Aeromet for: (a) all Goods completed or in progress; (b) all materials committed, procured or allocated to the Contract; and (c) all costs, charges and expenses incurred up to the date of termination.
Aeromet shall have no further liability to Purchaser following such termination.

13. Intellectual Property (IP)
13.1 Aeromet retains all intellectual property rights in and to its methods, processes, tooling, patterns, designs, drawings, data, specifications, software, documentation, technical information, trade secrets and know-how, whether existing prior to the Contract or created in connection with it.
13.2 All Aeromet-created data, design improvements, CAD models, simulations, analysis, casting methodologies, production techniques, tooling modifications and any other technical material generated by or on behalf of Aeromet in connection with the Contract shall remain the sole property of Aeromet, unless expressly assigned to Purchaser in a written agreement signed by an authorised signatory of Aeromet.
13.3 Purchaser is granted a limited, non-exclusive, non-transferable and revocable licence to use any deliverables supplied by Aeromet solely for the purpose of operating, installing or incorporating the Goods. Purchaser shall not copy, reproduce, reverse engineer, disassemble, modify, adapt, distribute or otherwise use Aeromet's IP for any other purpose without Aeromet's prior written consent.
13.4 Purchaser shall indemnify and keep indemnified Aeromet against all liabilities, losses, costs, damages and expenses (including legal fees) arising out of or in connection with any claim that the manufacture, use or supply of the Goods infringes any intellectual property rights where such infringement results from or relates to Purchaser's designs, drawings, specifications or instructions.
13.5 Nothing in the Contract shall operate to transfer any of Aeromet's intellectual property rights to Purchaser, and all rights not expressly granted are reserved by Aeromet.

14. Confidentiality
14.1 Purchaser shall keep strictly confidential and shall not disclose to any third party any information, data, drawings, specifications, designs, processes, tooling details, pricing, commercial terms or any other material of whatever nature provided by Aeromet or generated in connection with the Contract ("Confidential Information"). Purchaser shall use such Confidential Information solely for the purpose of performing the Contract and for no other purpose whatsoever.
14.2 Aeromet shall treat Purchaser's confidential information with the same degree of care and protection as it applies to its own confidential information of a similar nature and shall use such information only for the proper performance of the Contract.
14.3 The confidentiality obligations in this clause shall not apply to information which: (a) is or becomes publicly available other than through a breach of this Contract; (b) was lawfully in the receiving party's possession prior to disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction; or (d) must be disclosed pursuant to a legal obligation, court order or regulatory requirement, provided that the receiving party gives prompt written notice (where legally permissible) to the other party.
14.4 Purchaser shall ensure that its employees, agents, subcontractors and professional advisers comply with the obligations in this clause and shall be responsible for any breach by them as if it were Purchaser's own breach.
14.5 These confidentiality obligations shall survive termination or expiry of the Contract indefinitely.

15. Compliance
15.1 Purchaser must comply at all times with all applicable laws, regulations and industry standards, including (but not limited to) those relating to anti-bribery and corruption, sanctions and trade controls, export controls, modern slavery and human trafficking, environmental protection, data protection, and health and safety. Purchaser shall maintain adequate policies, procedures and controls to ensure such compliance and shall provide evidence of the same to Aeromet upon request.
15.2 Any actual or suspected breach of this clause entitles Aeromet, at its discretion, to suspend performance of the Contract, withhold delivery, refuse further orders, or terminate the Contract immediately. Aeromet shall have no liability for any delay or non-performance arising from such suspension or termination, and Purchaser shall indemnify Aeromet for all losses, costs and expenses arising from or connected with the breach.

16. Termination
16.1 Aeromet may terminate the Contract immediately by written notice to Purchaser if Purchaser: (a) commits a material breach of the Contract which is incapable of remedy, or, if capable of remedy, fails to remedy such breach within the period specified by Aeromet in written notice; (b) fails to pay any sum when due under the Contract or under any other contract between the parties; (c) becomes insolvent, is unable to pay its debts, enters liquidation, administration, receivership or any composition or arrangement with creditors, or any analogous event occurs in any jurisdiction; (d) breaches clause 15 (Compliance) or any applicable law, regulation or sanction relevant to the performance of the Contract; or (e) is affected by prolonged force majeure under clause 12 such that Aeromet reasonably considers continued performance to be commercially impracticable or materially prejudicial.
16.2 Upon termination for any reason permitted under clause 16.1: (a) all sums owed to Aeromet under the Contract or under any other contract between the parties shall become immediately due and payable; (b) Aeromet may suspend or cease all work, withhold delivery, stop Goods in transit, or refuse to release any Goods (whether completed or not) until all outstanding sums are paid; (c) Purchaser shall pay Aeromet for: (i) all Goods completed or in progress (ii) all materials committed or procured for the Contract (iii) all tooling, set-up, engineering and production costs incurred; and (iv) all losses, costs, expenses, charges and damages arising from or connected with the termination (including loss of profit on undelivered Goods); and (d) termination shall be without prejudice to any other rights, remedies or claims available to Aeromet under the Contract, in law or in equity.
16.2 Purchaser shall not be entitled to terminate the Contract for convenience unless expressly agreed in writing by Aeromet.

17. Governing Law
These Terms and Conditions, and any Contract arising from them, shall be governed by and construed in accordance with the laws of England and Wales. Purchaser irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in respect of all disputes arising out of or in connection with the Contract, including non-contractual disputes or claims.

Issued November 28, 2025