

Aviation Engines & Accessories (Pty) Ltd

trading as Comet Aviation Supplies

(Registration No. 1997/007728/07 | VAT No. 4490108836)

STANDARD TRADING TERMS AND CONDITIONS

Effective: 22.06.2026

Version 2026.2

Published at shop.cometaviationsupplies.co.za

Downloadable from the Company's website. The version published on the website from time to time is the current version.

IMPORTANT NOTICE TO CUSTOMERS

These Standard Trading Terms and Conditions contain provisions that limit the risk and liability of the Company, that constitute an assumption of risk or liability by the Customer, that impose obligations on the Customer to indemnify the Company, and that are an acknowledgement of facts by the Customer. The clauses that contain such provisions are highlighted in bold text in the body of this document. You are required to read those clauses carefully and to seek independent advice if you do not understand any of them.

The supply of aircraft engines, parts, accessories and related services is regulated by, amongst other legislation, the Civil Aviation Act 13 of 2009 and the Civil Aviation Regulations, 2011 made by the South African Civil Aviation Authority (SACAA). It is the Customer's responsibility to ensure that any Goods or Services purchased from the Company are appropriate for the intended airframe, engine, equipment and operation, and that all installation, maintenance and release-to-service activities are performed by an appropriately authorised person.

Goods or Services supplied outside the Republic of South Africa are subject to the regulations of the relevant aviation authority (or other competent regulator) of the country of destination or use. The Company gives no warranty as to the suitability, certification, importability or permitted use of the Goods or Services in any jurisdiction other than the Republic of South Africa, and the Customer assumes all responsibility for compliance with the laws of any such jurisdiction.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms, unless the context indicates otherwise:

"Business Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

"Civil Aviation Regulations" means the Civil Aviation Regulations, 2011 made under the Civil Aviation Act 13 of 2009, as amended from time to time;

"Company" means Aviation Engines & Accessories (Pty) Ltd (Registration No. 1997/007728/07, VAT No. 4490108836), trading as Comet Aviation Supplies, and includes its successors-in-title and permitted assigns;

"Consumer" means a Customer that is a "consumer" as defined in section 1 of the Consumer Protection Act 68 of 2008 (the "CPA");

"Contract" means any contract for the sale of Goods or the supply of Services concluded between the Company and the Customer, of which these terms form part;

"Customer" means the natural or juristic person who orders or accepts delivery of Goods or Services from the Company;

"DAP / DAT" means the trade terms "Delivered at Place" and "Delivered at Terminal" as defined in the Incoterms® rules of the International Chamber of Commerce in force from time to time;

"Goods" means any aircraft engine, aircraft part, component, accessory, consumable, tool, ground support equipment, publication, software or other goods of any nature supplied or to be supplied by the Company;

"OEM" means the original equipment manufacturer of any Goods, and also any aircraft manufacturer, kit manufacturer, engine manufacturer or other equipment manufacturer that installs the Goods (including any engine, part, component, accessory, tyre or other item) as original equipment on or in any aircraft, kit, engine or other finished product;

"POPIA" means the Protection of Personal Information Act 4 of 2013;

"Prescribed Rate" means the rate of interest prescribed under the Prescribed Rate of Interest Act 55 of 1975 from time to time;

"SACAA" means the South African Civil Aviation Authority established under the Civil Aviation Act 13 of 2009;

"Services" means any service of any nature offered or rendered by the Company, including (without limitation) advisory, technical, repair, overhaul, exchange, logistics or training services;

"VAT" means value-added tax levied under the Value-Added Tax Act 89 of 1991.

1.2 Headings are for convenience only and do not affect interpretation.

1.3 Words importing the singular include the plural and vice versa, and words importing one gender include the other genders.

1.4 A reference to any statute or regulation is a reference to that statute or regulation as amended, replaced or re-enacted from time to time.

1.5 Where any provision of these terms conflicts with a peremptory provision of the CPA, the NCA, POPIA, the ECTA or any other applicable legislation in respect of a particular Customer, the relevant statutory provision prevails to the minimum extent necessary, and the remainder of these terms continues in full force and effect.

2. APPLICATION OF THESE TERMS

2.1 These terms apply to every Contract concluded between the Company and the Customer for the sale of Goods or supply of Services, regardless of whether the Contract arises out of an offer made by the Company and accepted by the Customer or vice versa, and regardless of whether the order is placed in writing, orally, electronically, in person or via the Company's website or any e-commerce platform.

2.2 These terms apply automatically when the Customer (or any person purporting to act on the Customer's behalf) makes contact with the Company by any means – including telephone, email, the Company's website (including its online order forms, quote-request forms, contact forms and return-request portal), in person at the Company's premises, or via any other electronic medium – with the intention of obtaining a quotation, placing an order, returning Goods or otherwise transacting with the Company. By doing so, the Customer is deemed to have accepted these terms.

2.3 These terms supersede any previous trading terms issued by the Company and any terms appearing on the Customer's order, purchase order, acceptance or other document, which terms are expressly excluded. No additional or different terms put forward by the Customer will be binding on the Company unless expressly accepted in writing signed by a director or duly authorised general manager of the Company.

2.4 No alteration, variation, addition to or deletion from these terms (including this clause) is binding on the Company unless reduced to writing and signed by a director or duly authorised general manager of the Company.

2.5 These terms also govern (and are deemed to be incorporated by reference into) any agreement concluded between the Company and the Customer in respect of any independent repair centre arrangement, training centre arrangement, distribution arrangement, dealership or other OEM-related arrangement, save to the extent that the written terms of such arrangement expressly provide otherwise.

2.6 These terms are published on the Company's website (shop.cometaviationsupplies.co.za) and are available for download by Customers and prospective Customers. By accessing, browsing or downloading these terms, or by transacting with the Company on or through the website (whether by requesting a quotation, placing an order, opening an account, registering as a website user, or otherwise), the Customer is deemed to have received notice of, and to have accepted, the version of these terms then current on the website. The Company may update these terms from time to time by publishing a revised version on the website, and the version current at the time the relevant Contract is concluded will apply to that Contract.

2.7 The website also contains the information that the Company is required to make available under section 43 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), including the Company's full name, registration number, VAT number, physical and postal address, contact details and a description of the principal goods and services offered.

2.8 If the Customer is a Consumer, nothing in these terms is intended to deprive that Customer of any right that cannot lawfully be excluded or limited under the CPA, the NCA or any other applicable legislation.

3. QUOTATIONS AND ORDERS

3.1 Any quotation issued by the Company is valid for fourteen (14) days from its date or for the shorter period stated in the quotation, and is subject to:

3.1.1 the Goods being available at the time the Customer accepts the quotation;

3.1.2 fluctuations in exchange rates, freight rates, customs duties, manufacturer's prices and surcharges occurring between the date of quotation and the date of acceptance or execution of the order; and

3.1.3 written acceptance by the Customer.

3.2 An order placed by the Customer constitutes an offer to purchase on these terms. A Contract comes into existence only when the Company accepts the order in writing or, in the absence of written acceptance, on delivery of the Goods or commencement of the Services.

3.3 The Company may, in its discretion and without giving reasons, decline to accept any order in whole or in part.

3.4 Catalogues, price lists, specifications, illustrations, dimensions, weights and performance figures issued by the Company or contained in marketing material are intended only as a general indication of the Goods or Services and do not form part of any Contract unless expressly incorporated in writing. In particular, prices published on the Company's website in respect of Goods that are not in stock, or that are marked as available on back-order or pre-order, are not binding on the Company and will be subject to prevailing supplier prices, exchange rates, freight charges and import costs ruling at the date of order execution.

4. PRICE, TAXES AND DUTIES

4.1 The price payable for Goods or Services is the Company's official list price ruling on the date the Goods are despatched or made available for delivery or the Services are rendered, save where a written quotation has been accepted and remains valid.

4.2 Unless expressly stated otherwise, all prices are quoted exclusive of VAT, customs and excise duties, levies, surcharges, freight, insurance, packing, handling, statutory fees and any other taxes or charges, all of which are payable by the Customer in addition to the price.

4.3 In respect of Goods held in the Company's stock at the time of order, the price will be that quoted by the Company or as otherwise mutually agreed in writing.

4.4 In respect of Rotax engines and any other Goods that are specially sourced, manufactured to order or imported against a specific order (other than Goods held in stock), and except where the Company has agreed otherwise in writing, the exchange rate applied for the purpose of calculating the Rand price payable will be the rate published by the Company's bankers on the Business Day on which the Customer's payment is reflected in cleared funds in the Company's nominated bank account. The Customer will accordingly be invoiced (or re-invoiced) on the basis of that rate, and any shortfall arising from an adverse rate movement is payable by the Customer on demand.

4.5 Where the quoted price is referable to imported Goods, components or services, the Company may, on written notice to the Customer at any time before delivery, adjust the quoted price to reflect:

4.5.1 any movement in the rate of exchange between the South African Rand and any relevant foreign currency between the date of quotation and the date of execution of the order or payment to the foreign supplier;

4.5.2 any increase in freight, insurance, customs duty, port or airport charges; and

4.5.3 any increase in the manufacturer's, OEM's or original supplier's price,

provided that, where the Customer is a Consumer, no adjustment under this clause 4.5 will be applied to the price unless the Consumer has, after receiving written notice of the proposed adjustment and the reasons for it, given written consent to the adjustment. If the Consumer does not provide such consent within five (5) Business Days of receipt of the notice, either party may cancel the order without penalty, in which event any deposit or pre-payment made by the Consumer will be refunded in full.

4.6 Published or advertised prices are kept up to date as far as is reasonably possible but may change without notice owing to fluctuating exchange rates, freight charges, manufacturer's prices and similar factors beyond the Company's control.

5. PAYMENT TERMS

5.1 The Company operates on a strictly no-credit basis. Unless the Company has, in its sole and absolute discretion, granted the Customer a specific credit facility in writing in accordance with clause 6, the full price (together with all VAT, freight, duties, levies and other charges payable by the Customer) is payable in advance, and must be reflected in cleared funds in the Company's nominated bank account, before the Goods are despatched, released for collection or delivered, or before the Services are rendered.

5.2 Where Goods are delivered or Services are rendered in instalments, each instalment will be invoiced separately and is payable in accordance with clause 5.1.

5.3 If, at the Customer's request, the Company agrees to postpone delivery of Goods, payment must nevertheless be made by the Customer as if delivery had not been postponed.

5.4 Any cheque, electronic funds transfer, promissory note or other negotiable instrument tendered by the Customer is accepted on condition that it is met on first presentation, and does not constitute a novation of the underlying debt. The Customer waives presentment, notice of dishonour and protest where applicable. The Goods remain at the Customer's risk and the Company's ownership until cleared funds are received.

5.5 All payments are made free of any bank charges, set-off, deduction or counterclaim.

5.6 All amounts received from the Customer will be allocated by the Company first to legal costs, then to interest, then to the oldest outstanding capital, unless the parties agree otherwise in writing.

5.7 Any deposit or pre-payment made by the Customer to the Company binds the Customer to the order. Where the Customer cancels an order in respect of which a deposit or pre-payment has been made, the Company is entitled to retain the deposit or pre-payment until such time as the Goods (in particular, specially sourced or specially imported Goods) can be returned to the supplier for credit (if accepted by the supplier) or on-sold to a third party. Any loss, supplier restocking charge, freight, customs duty, exchange-rate loss or other cost incurred by the Company as a result of the cancellation will be deducted from the deposit or pre-payment before any refund is made. This clause is subject to the rights of a Consumer under section 17 of the CPA.

6. CREDIT FACILITIES (EXCEPTIONAL)

6.1 Credit facilities are not offered as a matter of course and will be granted only in exceptional circumstances, at the sole and absolute discretion of the Company's management, after the Customer has completed and submitted a credit application and provided such financial information, suretyships and security as the Company may require.

6.2 Where a credit facility is granted, the price and all other amounts payable by the Customer must be paid in accordance with the payment terms agreed in the separate written credit agreement concluded between the Customer and the Company, free of bank charges and without deduction or set-off. In the absence of a written credit agreement, no credit facility is in place and clause 5.1 applies.

6.3 If any amount is not paid by the due date, interest will accrue on the outstanding amount, calculated from the due date until the date of actual payment (both days inclusive), at the rate of the Prescribed Rate plus two per cent (2%) per annum, compounded monthly in arrears, or, where the Customer has entered into a credit agreement to which the National Credit Act 34 of 2005 ("NCA") applies, at the maximum rate permitted under the NCA.

6.4 The Company may, at any time and without notice, reduce, suspend or withdraw any credit facility, or vary the credit limit or payment terms applicable to the Customer, including (without limitation) where:

6.4.1 the Customer is in breach of any obligation to the Company;

6.4.2 an adverse credit report is received in respect of the Customer;

6.4.3 the Customer's financial position has, in the Company's reasonable opinion, deteriorated; or

6.4.4 the Customer commits an act of insolvency, is placed under business rescue, sequestration, liquidation, judicial management or any similar process.

6.5 Where the Customer is a juristic person and credit is granted, it is a non-negotiable condition of the credit facility that each director, member and/or shareholder of the Customer (as the Company may require) bind themselves as sureties and co-principal debtors with the Customer, in solidum, for the punctual payment and performance by the Customer of all its obligations to the Company.

6.6 The Customer authorises the Company to make enquiries of any credit bureau, bank, trade reference or other source of information regarding the Customer's creditworthiness, and to share information about the Customer's payment behaviour with credit bureaux and the Company's insurers, in compliance with the NCA and POPIA.

7. DELIVERY

7.1 Unless otherwise agreed in writing, delivery is deemed to take place when the Goods are made available to the Customer (or any carrier engaged by or on behalf of the Customer) at the Company's premises and before loading commences.

7.2 Signature of the Company's delivery note, waybill, packing list or proof of delivery, or the delivery note of any independent carrier, by the Customer or any person apparently authorised by the Customer (including any employee, agent or representative present at the point of collection or delivery), constitutes prima facie proof of delivery.

7.3 Any time, date or period for delivery quoted by the Company is an estimate only and is not of the essence. Delivery times quoted by the Company are based on, and subject to, the lead times quoted by the relevant OEM, manufacturer or supplier (in respect of manufacture and supply of the Goods) and the estimated transit times indicated by freight forwarders, airlines, sea-freight operators, couriers and customs authorities (in respect of transit and import clearance). The Company will use reasonable endeavours to meet quoted delivery dates but is not liable for any loss, damage, cost or expense (including consequential loss or loss of profit) suffered by the Customer as a result of any delay in delivery, save to the extent that the Company is required by law (including section 19 of the CPA in the case of a Consumer) to provide such Goods or Services within an agreed period.

7.4 Where, at the Customer's request, the Company arranges special delivery (including by airfreight, courier or express service), the additional cost is for the Customer's account and forms part of the price.

7.5 Where the Customer has pre-paid for Goods and the Customer (or its appointed carrier) fails to take collection or delivery within ten (10) Business Days after the Goods are notified to the Customer as being ready for despatch, the Company is entitled, on written notice to the Customer, to cancel the order and return the Goods to stock. In that event:

7.5.1 any refund to the Customer will be calculated having regard to the nature of the Goods. Specially sourced or specially imported Goods will first be returned to the supplier for credit (where the supplier accepts the return) or on-sold to a third party, and only the net amount actually recovered by the Company will be refundable;

7.5.2 all costs incurred by the Company in consequence of the failure to collect or take delivery (including storage, insurance, re-handling, supplier restocking charges, freight, customs and exchange-rate losses) will be deducted from any refund; and

7.5.3 in the case of a Consumer, the period and the deductions referred to above will be applied subject to section 17 of the CPA.

7.6 If the Customer fails to take delivery of the Goods on the due date for delivery (other than as provided in clause 7.5):

7.6.1 risk in the Goods passes to the Customer immediately;

7.6.2 the Customer is liable to the Company on demand for the reasonable storage, insurance and re-handling costs incurred by the Company; and

7.6.3 the Company may, after giving the Customer fourteen (14) days' written notice, sell the Goods and apply the proceeds (after deducting all reasonable costs) towards the amounts owed by the Customer.

7.7 The Company's obligation to deliver is subject to:

7.7.1 the availability to the Company of all materials, components and supplies required;

7.7.2 the timeous receipt by the Company of the Goods or components from its own suppliers; and

7.7.3 the timeous receipt by the Company of all instructions, drawings, specifications, certifications, end-user statements and approvals required from the Customer.

7.8 Packaging. The Company packs orders for despatch to the very highest standards reasonably achievable, having regard to the nature of the Goods, the mode of transport and any applicable OEM, regulatory or carrier requirements. The Company does not accept any responsibility for any loss or damage attributable to insufficient, defective or poor packaging by any OEM, supplier, carrier, freight forwarder, third-party packer or other party, nor for any loss or damage attributable to the Customer repacking the Goods or providing its own packaging.

8. RISK, CARRIAGE AND INSURANCE

8.1 Risk in the Goods passes to the Customer at the time the Goods leave the Company's warehouse, regardless of whether ownership has passed, save as expressly provided in clause 8.2.

8.2 Where the Company has appointed and paid the carrier (and not merely arranged a carrier on behalf of, and at the cost of, the Customer), the Goods will be covered under the Company's blanket marine and goods-in-transit insurance whilst in transit, and risk in the Goods will pass to the Customer only on delivery to the Customer's nominated delivery address. Where any export consignment is undertaken by the Company on terms DAP or DAT (Incoterms® 2020), risk passes in accordance with the relevant Incoterms® rule.

8.3 Where the Customer (or its agent) appoints and/or pays its own carrier, the Customer assumes full risk in the Goods from the time the Goods leave the Company's warehouse, and it is the Customer's sole responsibility to insure the Goods against all risks of loss, damage, theft or delay in transit. The Company will not be liable for any loss, damage or shortage occurring after the Goods leave its warehouse in those circumstances.

8.4 Where the Company has been instructed in writing to arrange a carrier on behalf of the Customer:

8.4.1 the Company is authorised to engage the carrier on such terms and conditions as are reasonable and customary in the industry;

8.4.2 the appointment of a carrier by the Company on the Customer's behalf does not, of itself, mean that the Company has "appointed and paid" the carrier within the meaning of clause 8.2; and

8.4.3 the Customer indemnifies the Company against all demands and claims by the carrier and any liability incurred by the Company arising directly or indirectly out of the transportation of the Goods, except to the extent caused by the Company's gross negligence or wilful misconduct.

8.5 Where insurance cover is provided under the Company's blanket policy in terms of clause 8.2, the cover is limited to the terms, sub-limits, excesses and exclusions of that policy. The Company gives no guarantee that any particular claim will be admitted by the underwriters.

9. RESERVATION OF OWNERSHIP

9.1 Notwithstanding delivery of the Goods, ownership in the Goods does not pass to the Customer until the Company has received payment in full and in cleared funds of all amounts owed by the Customer to the Company on any account whatsoever.

9.2 Until ownership passes:

9.2.1 the Customer holds the Goods as bailee for the Company, must keep them separately identifiable, and must not allow any lien or other encumbrance to attach to them;

9.2.2 the Customer may not sell, dispose of, pledge or fit the Goods to any aircraft or other equipment otherwise than in the ordinary course of its business and on terms that the proceeds are held in trust for the Company; and

9.2.3 the Company is entitled, on giving reasonable written notice, to enter the Customer's premises (or any premises where the Goods are situated) to inspect the Goods and, in the event of cancellation of the Contract or the Customer's failure to pay any amount on due date, to take possession of the Goods. The Customer hereby grants the Company an irrevocable right of access for this purpose.

9.3 Recovery of Goods from third parties. Where ownership in the Goods has not passed to the Customer and the Customer has on-sold, delivered, fitted, consigned or otherwise transferred possession of the Goods to any third party (including any aircraft operator, maintenance organisation, dealer, sub-purchaser or end-user), the Company is entitled, in addition to any other right or remedy, to recover the Goods from that third party and to take such legal and other steps as may be necessary or expedient to obtain possession of the Goods, subject to the applicable laws of the Republic of South Africa (and, in the case of Goods situated outside the Republic, the laws and procedures of the country in which the Goods are situated). The Customer must, on the Company's request, provide all information and documentation reasonably required to enable the Company to identify, locate and recover the Goods from any such third party, and the Customer indemnifies the Company against all costs and expenses reasonably incurred in doing so.

10. AVIATION DOCUMENTATION, TRACEABILITY AND AIRWORTHINESS

10.1 Where applicable to the Goods being supplied, the Company will furnish such certification and traceability documentation as is generated or supplied by the OEM, an approved maintenance organisation (AMO), an approved Part 21 manufacturing organisation or a recognised regulatory authority. Such documentation may include, without limitation, an SACAA Form CA 0410-01 Authorised Release Certificate, a FAA Form 8130-3, an EASA Form 1, a JAA Form One, a Certificate of Conformance, a manufacturer's certificate or a tear-down/serviceable tag.

10.2 A release tag or other regulatory certificate is issued only where the Goods, by their nature and category, require it. Many items supplied by the Company (including standard hardware, consumables, tooling and aftermarket accessories) are not accompanied by an Authorised Release Certificate. In respect of such items, the Company will, on the Customer's reasonable written request:

10.2.1 make available the relevant OEM or supplier Certificate of Conformance, where the OEM or supplier issues its own Certificate of Conformance for the Goods, in the form issued by that OEM or supplier; or

10.2.2 where no OEM or supplier Certificate of Conformance is issued, make available the Company's generic Certificate of Conformance in the form set out in Annexure A, referencing the specific invoice and/or delivery note number applicable to the supply.

10.3 The Company's generic Certificate of Conformance referred to in Annexure A:

10.3.1 records the Company's confirmation that the products supplied per the relevant invoice have been obtained through authorised manufacturers or distributors and, to the best of the Company's knowledge, meet all applicable specifications and standards;

10.3.2 draws the Customer's attention to the fact that some items on the invoice may not be approved for use in any certified aircraft, and that the Customer is responsible for determining suitability for installation or use on any certified or non-certified aircraft; and

10.3.3 contains a Waiver of Liability and Indemnification Agreement which, if signed by or on behalf of the Customer, operates as an additional waiver and indemnity in favour of the Company in addition to (and not in substitution for) these terms. If the Customer does not accept the Waiver of Liability and Indemnification Agreement, the Customer must notify the Company in writing within seven (7) days of the invoice date and return the relevant Goods in new condition within ten (10) days of the invoice date, in which event the Company will refund the price.

10.4 Goods are sold in the condition described on the invoice and, where applicable, the accompanying release tag (for example: "new", "new surplus", "overhauled", "serviceable", "as-removed", "repairable" or "unserviceable scrap / not for recertification"). The Customer acknowledges that:

10.4.1 Goods supplied as "as-removed", "repairable" or "unserviceable" are not airworthy and may not be installed on an aircraft, engine or component unless and until they have been inspected, repaired, overhauled and released to service by an appropriately rated AMO under Civil Aviation Regulation Part 145; and

10.4.2 Goods supplied as "new" or "overhauled / serviceable" with an Authorised Release Certificate become airworthy parts only once installed in accordance with the applicable maintenance manual and released to service in accordance with Civil Aviation Regulation Part 43.

10.5 The Customer is solely responsible for confirming, before installation, that the Goods are correct for the intended airframe, engine or component, that the part number and modification status are compatible, and that all applicable Airworthiness Directives, Service Bulletins and shelf-life requirements have been complied with. The Company gives no warranty of fitness for any particular aircraft, engine or operation.

10.6 The Company handles and stores parts and components in accordance with the requirements specified by the relevant OEM or supplier and in accordance with general aviation industry standards.

10.7 All certification documentation supplied with Goods must be retained by the Customer for the periods required under the Civil Aviation Regulations. The Company will, at the Customer's reasonable request and at the Customer's cost, provide a duplicate of any documentation that has been lost or damaged, where the Company has retained a copy.

10.8 Where the Customer requests the Company to source parts described as "PMA" (Parts Manufacturer Approval), "DER-repaired" or otherwise other than original-OEM, the Company will identify these as such on the quotation and invoice, and the Customer accepts responsibility for confirming acceptability with the relevant aircraft operator, regulator and maintenance organisation.

10.9 The Customer warrants that any used, time-controlled or rotatable Goods returned to the Company for credit, exchange or core return are accompanied by complete and accurate trace documentation, have not been involved in any accident, incident, fire, immersion or extreme environmental event, and have not been subjected to any unapproved repair or modification.

11. DANGEROUS GOODS AND HAZARDOUS MATERIALS

11.1 Certain Goods (including but not limited to lithium batteries, oxygen cylinders, pyrotechnic devices, fuels, oils, paints, adhesives, magnetised material, aerosols and chemical agents) are classified as dangerous goods under the IATA Dangerous Goods Regulations, the IMDG Code and/or the National Road Traffic Act 93 of 1996 and its regulations.

11.2 Where dangerous goods are supplied or shipped, the Customer:

11.2.1 warrants that it is appropriately authorised to receive, store, handle, transport and use the dangerous goods in compliance with all applicable laws and regulations;

11.2.2 must comply with the manufacturer's Material Safety and Data Sheet (MSDS) and all handling, storage and disposal requirements; and

11.2.3 indemnifies the Company against all loss, damage, fine, penalty, claim or liability arising directly or indirectly out of the Customer's failure to comply with this clause 11.

11.3 Where any carrier appointed by the Company refuses to accept any dangerous goods for carriage (whether on regulatory, safety, packaging, labelling, capacity, routing or any other ground), the Company will be under no obligation to engage an alternative carrier, and responsibility for arranging and paying for the carriage of those dangerous goods (including the appointment of an appropriately authorised carrier) will transfer to the Customer. The Company, acting as an importer and distributor, will use reasonable endeavours to make available such transport, shipping or regulatory documents and certificates as may be required in connection with the carriage of dangerous goods and as may be available from the relevant OEM or supplier, but does not guarantee that any particular document or certificate will be available, complete or accepted by any third party.

11.4 No cancellation for carriage refusal. The Company is not obliged to accept the cancellation of any order for, or to refund any pre-payment in respect of, dangerous goods on the ground that the dangerous goods cannot be shipped by air, sea or any other mode of transport. The Customer assumes sole responsibility for ensuring that the dangerous goods can lawfully be handled, imported, stored and used in the Customer's country or region of destination, and for obtaining all necessary import permits, authorisations and regulatory approvals. Any cost of alternative routing, special packaging or re-export arising from a refusal to ship is for the Customer's account.

12. EXPORT CONTROL, SANCTIONS, OEM RESTRICTIONS AND END-USE

12.1 Aircraft engines, parts and accessories are subject to export-control regimes including, without limitation, the National Conventional Arms Control Act 41 of 2002, the United States International Traffic in Arms Regulations (ITAR), the United States Export Administration Regulations (EAR) and equivalent regulations of other jurisdictions, as well as United Nations, European Union, United Kingdom and United States sanctions.

12.2 In addition to statutory export-control and sanctions regimes, sales of Goods may be subject to contractual sales restrictions, territorial restrictions, customer screening requirements and end-user undertakings imposed by the relevant OEM or supplier. Such restrictions may include the requirement that the Customer complete and submit an End-User Certificate ("EUC") or similar undertaking and that the Customer obtains formal approval from the OEM or supplier before the Goods are released. Where any such restriction applies, the Company will not be obliged to deliver until the relevant EUC has been completed and the relevant OEM or supplier approval has been obtained, and the Company will not be liable for any delay in delivery resulting from compliance with this clause.

12.3 The Customer warrants that:

12.3.1 the Customer, its end-user, its ultimate consignee and the country of ultimate destination are not the subject of any applicable trade sanctions or export restrictions;

12.3.2 the Goods will not be re-exported, transferred or used in breach of any applicable export-control law, sanctions regime or OEM-imposed restriction, and will not be used in connection with any nuclear, chemical or biological weapon or any missile capable of delivering such a weapon; and

12.3.3 the Customer will, on request, provide the Company with all end-user statements, end-use undertakings, EUC documentation and other documentation that the Company, any OEM, any supplier or any regulator may reasonably require.

12.4 The Company may, without liability, refuse to accept or perform any order, suspend deliveries or terminate any Contract if, in its reasonable opinion, performance would or might breach any applicable export-control regime, sanctions regime or OEM-imposed restriction.

13. INSPECTION, SHORTAGES AND RETURNS

13.1 The Customer must inspect the Goods immediately on delivery and notify the Company in writing of:

13.1.1 any visible damage or shortage, within seven (7) days of delivery (failing which the Customer is deemed to have accepted the quantity and condition delivered, except in the case of a Consumer who retains the rights afforded by section 56 of the CPA); and

13.1.2 any latent defect, within a reasonable time after the defect becomes apparent or ought reasonably to have become apparent.

13.2 Goods may not be returned without the Company's prior written authorisation. Applications for return must be submitted through the returns portal on the Company's website, or as otherwise agreed with the Company's management in writing. The Company will, in its discretion, either approve or decline the return and, if approved, issue a written Return Approval, which must accompany the returned Goods. Unauthorised returns will be refused and the Goods returned to the Customer at the Customer's cost.

13.3 Authorised returns must be:

13.3.1 consigned to the Company's premises freight prepaid by the Customer on terms DAP (Incoterms® 2020), in their original condition and accompanied by their original packaging in good condition, together with all original certification documentation, the Company's invoice or delivery note, and the Return Approval;

13.3.2 received within fourteen (14) days of the date of the Return Approval; and

13.3.3 subject to a handling and restocking fee of up to fifty per cent (50%) of the invoiced price, in the discretion of the Company, save that in the case of a Consumer such fee will not exceed a reasonable amount as contemplated in section 17 of the CPA.

13.4 Inspection and testing of returns. All returned Goods are subject to inspection and, where appropriate, functional testing by the Company or by a third party (including an OEM or appointed test house) appointed by the Company. Where the inspection and testing finds no defect, fault or non-conformity, the Company is entitled to return the Goods to the Customer at the Customer's cost, and the Customer remains liable for the original invoice price. The Company will not be obliged to issue a credit until inspection and testing has been completed.

13.5 Save where the return is by reason of the Company's breach or arises pursuant to a statutory right that cannot lawfully be excluded, Goods may not be returned where the date of the original invoice precedes the date of the Return Approval by more than forty-five (45) days, unless the Company's management has expressly agreed to the return in writing.

13.6 Goods that are special-order, custom-made, cut-to-size, supplied against a specific Customer specification, perishable, time-controlled or that cannot be re-certified for resale may not be returned save with the Company's express written agreement and on such terms as the Company may stipulate.

13.7 Where a Consumer cancels an order before delivery, the Company is entitled to charge a reasonable cancellation penalty in accordance with section 17 of the CPA, taking into account the matters set out in regulation 5 of the Consumer Protection Act Regulations.

13.8 Where Goods have been ordered through the Company's website or other electronic transaction within the meaning of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), a Consumer's right to cool-off under section 44 of ECTA does not apply to Goods that are made to the Consumer's specifications, that have been unsealed or that are aviation parts that may not be returned for safety or airworthiness reasons. Where the right does apply, the Consumer may cancel within seven (7) days of delivery without reason or penalty, in which event the Goods must be returned in their original condition and the Company will refund the price within thirty (30) days, less the direct cost of returning the Goods.

13.9 Where the Customer places an order for parts by description (whether by telephone, email or otherwise) without quoting the manufacturer's part number, the Customer accepts sole responsibility for the correctness of the order. The Company's sales personnel are not engineers or maintenance consultants, and any assistance offered by them in identifying or cross-referencing parts is provided as a courtesy only. The Customer is expected to know what is required and to verify the part number and applicability before placing the order. The Company will not be responsible for incorrect supplies arising from a description-only order, and clause 13.5 will apply to any return arising from such an order.

14. WARRANTIES

14.1 Any warranty offered by the Company in respect of the Goods or Services is subject to the Consumer Protection Act 68 of 2008 (in respect of a Consumer) and to the warranty terms, periods and conditions imposed by the relevant manufacturer, OEM or supplier. The Company cannot warrant any Goods or Services beyond the warranty offered by the relevant OEM or supplier.

14.2 Where the OEM or supplier requires the Customer to register the Goods (for example, by completing a warranty-registration form, by activating an online warranty registration or by submitting a proof-of-installation certificate) as a condition of warranty cover, the Customer must comply with that requirement. Failure to do so may invalidate the warranty.

14.3 Any application by the Customer for warranty cover must follow the prescribed procedure of the relevant OEM or supplier, including any required claim form, fault report, return-for-evaluation procedure and time limit. The Company will assist the Customer with the warranty application process on reasonable notice and at the Customer's cost where the OEM or supplier charges for such assistance.

14.4 The Company reserves the right to refuse warranty support where the Customer has not complied with the registration, claim, installation, maintenance or operating requirements of the relevant OEM or supplier, or with these terms, save where to do so would be contrary to a peremptory provision of the CPA in respect of a Consumer.

14.5 If the Customer is a Consumer, the Customer has the rights afforded by sections 55 and 56 of the CPA, namely the right to receive Goods that are reasonably suitable for the purposes for which they are generally intended, of good quality, in good working order and free of defects, and the right, within six (6) months after delivery, to return Goods that fail to satisfy these requirements and to choose whether the Company repairs them, replaces them or refunds the price. The implied warranty under section 56(1) of the CPA is not excluded or limited by anything in these terms.

14.6 No warranty applies where the alleged defect is attributable to:

14.6.1 fair wear and tear, abuse, misuse, neglect, accident or operation outside the manufacturer's recommended limits;

14.6.2 failure to comply with the manufacturer's installation, operating or maintenance instructions, or with any applicable Airworthiness Directive or Service Bulletin;

14.6.3 modification, repair or alteration by any person other than the Company or an AMO, Repair Centre authorised by the OEM; or

14.6.4 use of the Goods on or in conjunction with any aircraft, engine or component for which they are not approved.

14.7 Third-party installation and OEM instructions. Without limiting clause 14.6, the warranty given by the Company under this clause 14 does not extend to any defect, failure, loss or damage that is attributable, in whole or in material part, to:

14.7.1 failure by any person to comply with the operating, maintenance, installation, inspection or storage instructions published by the relevant OEM or supplier, with any applicable Airworthiness Directive or Service Bulletin, or with any applicable provision of the Civil Aviation Regulations (including Parts 43 and 145); or

14.7.2 any installation, fitting, modification, repair, overhaul, inspection, release-to-service or related work performed by any second or third party (other than the Company or an AMO acting on the Company's instruction), including (without limitation) any aircraft manufacturer, kit manufacturer, approved maintenance organisation, maintenance organisation, flying school, training organisation, dealer, owner-operator or homebuilder.

14.7.3 Where the cause of the defect, failure, loss or damage falls within clause 14.7.1 or 14.7.2, the Customer's recourse lies against the relevant installer, maintenance organisation, training organisation or other responsible party under any service, maintenance or training agreement between the Customer and that party. The Company will, on reasonable request and at the Customer's cost, provide such information as is reasonably available to it to assist the Customer in pursuing that recourse.

14.7.4 Nothing in this clause 14.7 limits or excludes the rights of a Consumer under sections 55, 56 or 61 of the CPA, or the Company's liability under section 61 of the CPA for harm caused by goods that were unsafe, that had a product failure, defect or hazard, or that were accompanied by inadequate instructions or warnings; nor does anything in this clause 14.7 limit or exclude any liability that cannot lawfully be excluded under South African law.

14.8 Where the Goods are manufactured by a third party, any warranty given by the manufacturer is passed through to the Customer to the extent that it is capable of being assigned, and the Customer's recourse in respect of latent defects beyond any period referred to in this clause 14 is against that manufacturer.

14.9 Save as expressly set out in this clause 14 or as required by the CPA, the Company gives no warranty, representation or undertaking, express or implied, in respect of the Goods or Services, including any warranty as to merchantability, fitness for a particular purpose or compliance with any specification.

15. LIMITATION OF LIABILITY

This clause 15 limits the Company's liability and constitutes an assumption of risk by the Customer. Read it carefully.

15.1 Save to the extent that liability cannot lawfully be excluded or limited (including under section 61 of the CPA in the case of a Consumer), the Company is not liable to the Customer or any third party for any indirect, special, incidental, consequential or punitive loss or damage of any nature whatsoever, including loss of profit, loss of revenue, loss of business, loss of contracts, loss of opportunity, loss of goodwill, loss of data, loss of use of any aircraft or equipment, downtime, AOG (aircraft on ground) costs, hangar charges, ferry-flight costs, or any pure economic loss, however arising, and whether the loss was foreseeable or in the contemplation of the parties.

15.2 The Company's aggregate liability to the Customer arising out of or in connection with any Contract, whether in contract, delict or otherwise, is limited to the price actually paid by the Customer to the Company in respect of the Goods or Services giving rise to the claim, save where higher liability is imposed by law and cannot lawfully be excluded.

15.3 Nothing in these terms excludes or limits any liability:

15.3.1 for death or personal injury caused by the Company's gross negligence or wilful misconduct;

15.3.2 under section 61 of the CPA in respect of harm caused by supplying unsafe Goods, a product failure, a defect or hazard, or by inadequate instructions or warnings; or

15.3.3 for fraud or fraudulent misrepresentation.

15.4 The exclusions and limitations in this clause 15 also apply for the benefit of the Company's directors, officers, employees, agents and sub-contractors as if they were a party to the Contract.

15.5 The Customer must give the Company written notice of any claim arising out of or in connection with the Contract within six (6) months after the cause of action arose, failing which (and without prejudice to the running of prescription) the claim is deemed to have been waived. This clause does not apply to a Consumer to the extent that the period would be shorter than that allowed under the Prescription Act 68 of 1969 or any other applicable legislation.

16. VALUE-ADDED TAX AND EXPORTS

16.1 The Company is a registered VAT vendor (VAT No. 4490108836) and complies with the Value-Added Tax Act 89 of 1991 and the Regulations made under it, including the Export Regulations made under section 74(1) of that Act.

16.2 All prices quoted by the Company are, unless expressly stated otherwise, exclusive of VAT. VAT will be levied at the rate prevailing on the date of supply (currently fifteen per cent (15%)).

16.3 Direct exports (zero-rated). Where Goods are supplied for export and the Company itself appoints, instructs and pays the carrier (and accordingly consigns the Goods from the Republic of South Africa to an export country), the supply qualifies as a "direct export" under the VAT Act and will be invoiced at the zero rate of VAT, subject to the Company obtaining and retaining the documentary proof of export prescribed by the South African Revenue Service.

16.4 Indirect exports (standard-rated). Where the foreign Customer (or a carrier appointed and paid by the foreign Customer) collects or removes the Goods from the Republic of South Africa, the supply constitutes an "indirect export" under the VAT Act. In such case, the Company is required to invoice the supply at the standard rate of VAT, and the foreign Customer may apply for a refund of the VAT paid from the VAT Refund Administrator (VRA), in accordance with the Export Regulations and on production of the documentary proof of export prescribed by the South African Revenue Service. The Company will provide reasonable assistance to the foreign Customer in respect of such a refund application but does not guarantee the success of any such application.

16.5 The Customer indemnifies the Company against any assessment, penalty, additional tax or interest imposed on the Company by the South African Revenue Service or any other revenue authority as a result of incorrect information furnished by the Customer or the Customer's failure to provide the documentary proof of export required for zero-rating.

17. FORCE MAJEURE

17.1 Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay money) caused by an event beyond its reasonable control, including (without limitation) act of God, fire, flood, earthquake, severe weather, pandemic or epidemic, war, terrorism, civil disturbance, riot, sabotage, embargo, sanctions, governmental act, change in law, port or airport closure, customs delay, strike, lock-out or other labour dispute, failure of utilities, cyberattack, supply-chain disruption, or shortage of materials, components or transport (each, a "Force Majeure Event").

17.2 The party affected by a Force Majeure Event must notify the other party in writing as soon as reasonably practicable, and must use reasonable endeavours to mitigate the effects of the Force Majeure Event.

17.3 If a Force Majeure Event continues for more than sixty (60) days, either party may cancel the affected Contract on written notice without liability, save that the Customer remains liable for the price of any Goods already delivered or Services already rendered.

18. SUSPENSION, CANCELLATION AND DEFAULT

18.1 If the Customer:

18.1.1 fails to pay any amount on the due date and remains in default for seven (7) days after written demand;

18.1.2 commits a material breach of any Contract and (where the breach is capable of being remedied) fails to remedy the breach within fourteen (14) days after written notice;

18.1.3 commits an act of insolvency, is placed under business rescue under Chapter 6 of the Companies Act 71 of 2008, surrenders or attempts to surrender its estate, is provisionally or finally sequestrated, liquidated, wound up or placed under any similar process;

18.1.4 compromises or attempts to compromise generally with its creditors; or

18.1.5 has any final judgment entered against it that remains unsatisfied for ten (10) days,

then, without prejudice to any other right or remedy available at law, the Company may:

(a) declare all amounts owed by the Customer immediately due and payable;

(b) exercise its rights under clause 9 and retake possession of any Goods in respect of which ownership has not passed;

(c) withhold delivery of further Goods or Services and suspend any uncompleted obligation;

- (d) withdraw or vary any credit facility; and**
- (e) cancel the Contract, in whole or in part, by written notice, and claim damages.**

18.2 Where the Customer cancels a Contract in respect of which the Company has commenced manufacture, procurement or performance, the Customer is liable for a reasonable cancellation charge calculated to compensate the Company for actual costs incurred (including supplier restocking charges, exchange-rate losses and freight) plus a reasonable margin in respect of work-in-progress, restocking and lost margin. In the case of a Consumer, the cancellation charge will be calculated in accordance with section 17 of the CPA.

18.3 No indulgence, extension of time or relaxation granted by the Company constitutes a waiver of any of the Company's rights or a novation of the Contract.

19. SET-OFF

If the Company, or any holding, subsidiary or fellow-subsubsidiary company of the Company, becomes indebted to the Customer for any reason, the Company may, at its election and on written notice to the Customer, set off such indebtedness against any amount owed by the Customer to the Company. The Customer may not effect any set-off, deduction or counterclaim without the Company's prior written consent.

20. INTELLECTUAL PROPERTY AND INDEMNITY

20.1 All intellectual property rights in or relating to Goods supplied by the Company, including drawings, specifications, software, technical data, manuals and trade marks, vest in the Company or the relevant manufacturer, and no rights are transferred to the Customer save to the extent strictly necessary for the Customer's use of the Goods for their intended purpose.

20.2 Where Goods are manufactured, modified or supplied by the Company in accordance with a design, specification, drawing or instruction furnished by the Customer, the Customer indemnifies the Company against any claim, action, loss or cost arising out of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other intellectual property right.

21. INDEPENDENT REPAIR CENTRES, TRAINING CENTRES AND OEM ARRANGEMENTS

21.1 Where the Company concludes a separate written agreement with the Customer in respect of:

21.1.1 the provision of independent repair-centre services, the supply of repair, overhaul, exchange or rotatable services;

21.1.2 the provision of training, courses, certifications or related services; or

21.1.3 any distribution, dealership, agency or other OEM arrangement,

these terms apply to that arrangement as if incorporated into it by reference, save to the extent that the written terms of the arrangement expressly provide otherwise.

21.2 In the event of any inconsistency between these terms and the express written terms of any such arrangement, the express written terms of the arrangement will prevail in respect of that arrangement only.

22. CONFIDENTIALITY

Each party will keep confidential, and will not disclose to any third party (other than its professional advisors and employees on a need-to-know basis), any non-public information of a commercial, technical or operational nature received from the other party in connection with any Contract, save where disclosure is required by law, court order or competent regulator. This clause survives termination of the Contract for a period of five (5) years.

23. PERSONAL INFORMATION AND POPIA

23.1 The Company is a responsible party as defined in POPIA in respect of personal information that it processes about Customers, their personnel, sureties and other related persons. The Company processes such information for purposes of:

23.1.1 concluding and performing Contracts with the Customer;

23.1.2 performing credit checks and managing credit accounts;

23.1.3 complying with legal, tax, accounting, customs and aviation regulatory obligations; and

23.1.4 marketing the Company's goods and services, where the Customer has consented or where the law permits.

23.2 The Company implements appropriate technical and organisational measures to safeguard personal information, and will notify the Information Regulator and any affected data subjects of any security compromise as required by section 22 of POPIA.

23.3 Where the Customer provides the Company with personal information about any third party (including the Customer's employees, sureties or end-users), the Customer warrants that it has obtained any consent required for the Company to process such information in accordance with this clause and the Company's privacy notice.

23.4 The Company's full privacy notice and PAIA manual (under the Promotion of Access to Information Act 2 of 2000) are available on request and on the Company's website.

24. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

24.1 Where any Contract is concluded by means of an electronic communication, ECTA applies. The Customer accepts that:

24.1.1 data messages (including emails, electronic order confirmations and invoices) constitute writing for the purposes of these terms;

24.1.2 an advanced or ordinary electronic signature, or any other indication of acceptance, is binding on the Customer in accordance with section 13 of ECTA; and

24.1.3 an electronic record of communications maintained by the Company is admissible evidence of its contents.

24.2 The Company's website information required to be provided under section 43 of ECTA is published on its website.

25. NOTICES AND DOMICILIUM

25.1 The Company chooses as its domicilium citandi et executandi (its chosen address for service of legal process and other notices) the address set out in its credit application form or, in the absence of such address, its registered office from time to time.

25.2 The Customer chooses as its domicilium the address set out in its credit application form or, in the absence of such address, the address to which the most recent invoice was rendered.

25.3 Either party may change its domicilium to another physical address (not being a post office box) in the Republic of South Africa by written notice to the other, taking effect ten (10) Business Days after receipt.

25.4 Notices may be delivered by hand, sent by registered post, or transmitted by email to the address most recently notified by the recipient. A notice delivered by hand is deemed to have been received on delivery; a notice sent by registered post is deemed to have been received on the seventh Business Day after posting; and a notice sent by email is deemed to have been received on the Business Day on which it is transmitted, provided no delivery-failure notice has been received.

26. JURISDICTION AND GOVERNING LAW

26.1 These terms and every Contract are governed by and interpreted in accordance with the laws of the Republic of South Africa.

26.2 The Customer consents, in terms of section 45 of the Magistrates' Courts Act 32 of 1944, to the jurisdiction of the Magistrates' Court otherwise having jurisdiction over the Customer in respect of any action or proceedings arising out of any Contract, notwithstanding that the amount in dispute would otherwise exceed the jurisdiction of that Court. The Company is, however, entitled at its election to institute proceedings in any Division of the High Court of South Africa having jurisdiction in terms of the Superior Courts Act 10 of 2013.

26.3 The Customer is liable for all legal costs (including counsel's fees and tracing-agent fees) incurred by the Company in enforcing any of its rights, on the scale as between attorney and own client.

26.4 A certificate signed by any director, manager, financial manager or accountant of the Company (whose authority and appointment need not be proved) as to the existence and amount of the Customer's indebtedness, the rate of interest and the date from which interest is calculated, constitutes prima facie proof of the matters stated in it for all purposes, including provisional sentence, summary judgment and judgment by default.

27. GENERAL

27.1 These terms, together with the Company's quotation, invoice, credit application and any other document expressly incorporated, constitute the entire agreement between the parties in relation to the subject matter and supersede all prior agreements, understandings and representations.

27.2 If any provision of these terms is held to be invalid, illegal or unenforceable, the remaining provisions continue in full force and effect, and the parties will negotiate in good faith to replace the invalid provision with a valid provision that gives effect to the original commercial intent.

27.3 The Customer may not cede, assign, delegate or transfer any of its rights or obligations under any Contract without the prior written consent of the Company. The Company may cede or assign any of its rights, including its right to receive payment, to any third party on written notice to the Customer.

27.4 No relaxation, indulgence or extension of time granted by the Company constitutes a waiver of any of its rights, and no waiver is effective unless reduced to writing and signed by a director or duly authorised general manager of the Company.

27.5 The Company is committed to compliance with the Prevention and Combating of Corrupt Activities Act 12 of 2004 and applicable anti-bribery laws. The Customer warrants that it will not, in connection with any Contract, offer, give or receive any bribe, kickback or other improper benefit.

27.6 Clauses that by their nature are intended to survive termination of any Contract (including clauses 9, 14, 15, 16, 20, 21, 22, 23 and 26) survive such termination.

CUSTOMER ACKNOWLEDGEMENT

The Customer, by its duly authorised signatory below, acknowledges that:

- (a) it has read these Standard Trading Terms and Conditions and understands them;
- (b) the clauses highlighted in bold (including, without limitation, clauses 2.2, 2.6, 3.4, 4.4, 5.1, 5.7, 6.5, 7.5, 7.8, 8.1, 8.2, 8.3, 8.4.3, 9.2.3, 9.3, 10.2, 10.2.1, 10.2.2, 10.3.3, 10.5, 11.3, 11.4, 12.2, 13.2, 13.3.1, 13.3.3, 13.4, 13.5, 13.9, 14.1, 14.4, 14.7, 15.1, 15.2 and 20.2) limit the Company's liability, constitute an assumption of risk by the Customer or an indemnity by the Customer in favour of the Company, and have been specifically drawn to its attention as required by section 49 of the CPA;
- (c) it has had the opportunity to obtain independent advice; and
- (d) it accepts these terms in respect of every Contract concluded with the Company.

Customer name (juristic person, if applicable):	Registration / ID number:
Signed by (full name):	Capacity:
Signature:	Date:
Place of signature:	Witness:

Accepted on behalf of the Company:

Signed by (full name):	Capacity:
Signature:	Date:

ANNEXURE A

GENERIC CERTIFICATE OF CONFORMANCE

This is the form of the Generic Certificate of Conformance referred to in clause 10.2 of the Standard Trading Terms and Conditions. When issued by the Company in respect of a particular supply, the form is completed to reference the relevant invoice number and invoice date, and the products supplied per that invoice. The Waiver of Liability and Indemnification Agreement set out below operates in addition to (and not in substitution for) the Standard Trading Terms and Conditions.

CERTIFICATE OF CONFORMANCE

Aviation Engines & Accessories (Pty) Ltd trading as Comet Aviation Supplies Reg. 1997/007728/07 VAT 4490108836 20 Knightsgate Industrial, Jonas Road, Germiston 1401, South Africa Tel: +27 11 825 0048 Email: info@cometaviationsupplies.co.za	for INVOICE NO.: _____ INVOICE DATE: _____ ACCOUNT NO.: _____ REFERENCE: _____ PROCESSED BY: _____ SALES PERSON: _____
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SUPPLIED TO:

Customer name: _____
Address: _____
VAT Reg No: _____ Tel: _____

The products supplied per the invoice number stated above have been obtained through authorised manufacturers or distributors and, to the best of our knowledge, fully meet all applicable specifications and standards. There may be products on the invoice which are not approved for use in any certified aircraft. The purchaser is responsible for determining suitability of any part purchased from Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a) for installation or use on their certified or non-certified aircraft.

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In as much as Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a) has no opportunity to supervise the installation or maintenance of parts supplied by it, nor any opportunity to participate in the design or manufacture of the products it sells or of the various certified and non-certified aircraft in which its parts are utilised, the purchaser, by placing this order with Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a) and accepting the parts, agrees that all materials purchased will be used solely at the purchaser's risk and that the purchaser will indemnify and hold Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a), its owners and employees free and harmless from any loss, liability and damage resulting from claims brought by reason of alleged failure or defect of any part or parts supplied by Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a). If this agreement is unacceptable to the purchaser, the purchaser will return in new condition all products listed on this invoice to Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a) for a refund of the purchase price. Written notice of such a return must be sent to Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a) within seven (7) days of the invoice date and the goods purchased must be received by Comet Aviation Supplies (Aviation Engines & Accessories (Pty) Ltd t/a) within ten (10) days of the invoice date.

Signed for and on behalf of the purchaser:

Signature:	Print name:
Capacity:	Date: