



Group Terms & Conditions of Sale effective 13 October 2022

Interpretation In these Conditions:

"COMPANY" means either International Airport Visual & Navigational Aids Limited (IAVNA), Airfield Lighting Systems (UK) Limited (ALS) or Parkinson Richmark Limited (Richmark). The terms below relate to any above company who is considered the "BUYER".

"BUYER" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

"GOODS" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

"SELLER" means IAVNA Limited (registered in England under number 10316064.)

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"CONTRACT" means the contract for the purchase and sale of the Goods.

"WRITING" includes facsimile transmission, electronic mail and comparable means of communication. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, redacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretation.

1 Basis of the Sale

- 1.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation, tender, offers, acceptances, deliveries and agreements of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

- 1.2. No variation to these Conditions shall be binding unless authorised in Writing from a registered Director of the Seller.
- 1.3. The Sellers employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations that are not so confirmed.
- 1.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyers own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.5. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2 Orders and Specifications

- 2.0 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Sellers authorised representative.
- 2.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 2.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Sellers quotation (if accepted by the Buyer) or the Buyers order (if accepted by the Seller).
- 2.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, cost and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Sellers use of the Buyers specification.
- 2.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Sellers specification, which do not materially affect their quality or performance.

2.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3 Trademarks, Patents and other industrial rights

3.1 The Buyer shall have no right to apply to Goods any trademark owned or used by the Seller and shall not remove, cover or otherwise interfere with the trade marks, labelling and packaging of the Seller and shall only be entitled to use such marks and labels for the lawful purposes envisaged by this Contract, namely the retail sale in the United Kingdom and Republic of Ireland of the Goods supplied.

3.2 If any claim is made against the Buyer alleging that Goods and/or the Seller's applied trademarks or other intellectual property rights infringe any patent rights, registered designs, copyright or other industrial property rights of another then the Buyer shall forthwith notify the Seller with full particulars and the Seller or its suppliers or licensors (as case may be) shall be at liberty at their expense to conduct all negotiations and/or litigation in respect thereof and (if necessary) in the name of the Buyer and if as a result of such negotiations or litigation the Buyer shall be unable to use Goods substantially for purpose for which they were bought, the Seller shall (except where Clause 12.3 applies), take them back and refund the price thereof to the Buyer and such refund shall be in full satisfaction of all claims by the Buyer against the Seller.

3.3 The Buyer shall indemnify the Seller against all actions, costs (including cost of defending legal proceedings) expenses claims proceedings and demands of any infringement or alleged infringement by Seller of patent rights, registered design, copyright or other industrial rights attributable to the Seller complying with any special instructions from or requirements of the Buyer relating to Goods.

3.4 The Seller shall have no liability (whether in negligence or otherwise) for any claims due to the breach by the Buyer.

4 Price of the Goods.

4.1 The price of the Goods shall be the Sellers quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Sellers published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller. Such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Sellers premises, the Buyer shall be liable to pay the Sellers charges for transport, packaging and insurance. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 Terms of Payment

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods

- 5.2 the Buyer shall pay the price of the Goods within 30 days of the date of the Sellers invoice unless the Seller agrees otherwise in Writing the Buyer shall pay the price of the goods within 30 days of the date of the Seller's invoice.
- 5.3 Unless the Seller agrees otherwise in Writing if the Buyer is a non-account holder they shall be required to provide payment for the full amount of the goods (together with all taxes and any delivery charges) when providing the Seller with their Written order.
- 5.4 The Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.5 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.6 cancel the contract or suspend any further deliveries to the Buyer;
- 5.7 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (not withstanding any purported appropriation by the Buyer); and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6 Delivery

- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Sellers premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

- 6.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Sellers reasonable control or the Buyers fault, and the Seller is accordingly liable to the Buyer, the Sellers liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyers reasonable control or by reason of the Sellers fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.6 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.7 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 6.8 The Seller shall have a lien on all undelivered Goods for all monies due from the Buyer to the Seller under this Contract or any other contract between them and the Buyer shall have no right of set-off in respect of such monies.

7 Title, Risk and Property

Risk of damage to or loss of the Goods shall pass to the Buyer when;

- 7.1 in the case of Goods to be delivered at the Sellers premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 7.2 in the case of Goods to be delivered otherwise than at the Sellers premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Sellers fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Sellers property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.

- 7.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 7.7 The Seller shall nevertheless be entitled to maintain an action for the invoice price (or part thereof unpaid) until payment for the price of the Goods is received in full and clear funds.
- 7.8 Should the Goods referred to in this Contract be the subject of any special export or import enactment or regulation, the Seller shall not be liable for any change in packing, price and/or other necessary consequence arising there from, or in respect of any export or import charges, taxes, levies or fees in connection thereto.

8 Warranties and Liability

- 8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship. The above warranty is given by the Seller subject to the following conditions:
 - 8.1.1 the product conforms with their description.
 - 8.1.2 the seller warrants the products for one year from date of installation unless specifically excluded or extended in writing or two years from date of purchase if not installed for projects.
 - 8.1.3 the company reserves the right to replace the faulty product with a similar product if the original was obsolete.
- 8.2 any Goods manufactured by the Seller when stored and used in accordance with any applicable instructions, where the product has not exceeded the limits of temperature and voltage values as described in the installation instructions supplied with the product, perform in accordance with our published specification for the duration of the stated life;
- 8.3 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer. No other warranties. The warranties are the only ones given by the company in relation to the Goods and the Services, and all other representations and warranties, written or oral, express or implied (except the conditions which are implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are excluded to the fullest extent permitted by law.
- 8.4 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Sellers instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Sellers approval;
- 8.5 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 8.6 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 8.7 Subject as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- 8.8 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 3 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. We shall not be liable to you, in contract or tort or for any misrepresentation or otherwise, for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or any indirect, special or consequential loss or damage whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 8.9 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Sellers sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. If we decide to repair or replace an item under this clause, we will require you to return the item to us at your own risk and at your own expense, to analyse and determine whether you have a valid claim for breach of warranty. It is your responsibility to send the goods back and obtain a signature, we are not responsible for non-deliveries or goods lost in transit to the company. If you do have such a valid claim, we will pay for the cost of delivering the repaired item or replacement to you. In the event of a replacement being supplied, such replacement will be warranted for the unexpired portion of the original warranty. If we comply with this clause as appropriate, we shall have no further liability to you in respect of the breach of warranty.
- 8.10 Except in respect of death or personal injury caused by the Sellers negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.
- 8.10.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Sellers obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Sellers reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Sellers reasonable control:
- 8.10.1 Act of God, terrorism, explosion, flood, tempest, fire or accident;
- 8.10.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- 8.10.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 8.10.4 Import or export regulations or embargoes.

- 8.10.5 Strikes, lockouts, or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 8.10.6 Power failure or breakdown in machinery.
- 8.10.7 Please be aware this warranty is a replacement product only and does not include any associated labour cost.
- 8.10.11 the seller shall not be responsible for any damage caused by the effect of a lightning strike on the airfield circuit or associated lighting products.

9 Indemnity

- 9.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
- 9.2 the Seller is given full control of any proceedings or negotiations in connection with any such claim;
- 9.3 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations; except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- 9.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do); the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

10 Insolvency of Buyer

- 10.1 if the Buyer defaults in or commits any breach of any of its obligations to the Seller or ceases to carry on its business or a substantial part thereof, or if any distress or execution is levied on any of the Buyer's property or if the Buyer is unable to pay its debts within the meaning of Sections 123 or 268 of the Insolvency Act 1986 or any resolution, action, application or proceeding is passed or taken in respect of the Buyer in relation to the bankruptcy, winding up or dissolution, the appointment of a liquidator, trustee, receiver, administrator, administrative receiver or similar officer or a Voluntary Arrangement or composition with creditors, then such an event shall be deemed to constitute a breach of contract by the Buyer and the Seller shall be entitled forthwith to terminate any Contract or contract with the Buyer and upon such breach all the Seller's invoices to the Buyer shall be immediately due for payment but without prejudice to any claim or right which the Seller might otherwise make or exercise or have against the Buyer.

11 General

- 11.1 Any notice given under this Contract must be in writing and may be effected by personal delivery, fax, telex, email or by registered mail postage, and if effected by fax, telex or email shall be deemed to be received on day of sending, and if effected by post shall be deemed to be received 72 hours after date of posting.
- 11.2 No time or other indulgence granted by the Seller to the Buyer shall constitute or be deemed to constitute a waiver by the Seller of any of its rights under the Contract, or in respect of any subsequent breach or default.
- 11.3 No failure of delay by the Seller to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict any other right or remedy.
- 11.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 11.5 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts for contractual and non-contractual matters.
- 11.6 For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any term of these Conditions.
- 11.7 The parties agree that save for the Seller's officers, employees, agents and subcontractors being able to benefit from the Seller's exclusions and limitations on its liability under this Contract, the Contracts (Rights of Third Parties) Act 1999 is not intended to apply to give any third parties rights in relation to this Contract.
- 11.8 If any Condition or part of a Condition is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Conditions and will be ineffective without, as far as is possible, modifying

any other Condition or part of these Conditions and this will not affect any other provisions of these Conditions or any Contract which will in each case remain in full force and effect.

- 11.9 The company shall not be liable for any third-party contract costs or damages due to delays caused due to supply chain shortages as a result of any global pandemic (Covid 19 for example) that are beyond reasonable control. It may use reasonable effort to secure alternative components that equal or improve the specification. If the company receives notice of increased costs due to Covid 19 or any derivative higher than 10% it reserves the right to increase the price of the products ordered to the seller.
- 11.10 The company operates a Health & Safety Policy that includes a risk assessment for Covid 19 and any virus classified as a pandemic by the World Health Organisation (WHO). If the buyer invites the seller or any representative onto company property or to any legitimate business meeting then the seller is not responsible for any possible transmission of Covid 19 to a third party and cannot be held liable in any way for any associated costs caused by any transmission whatsoever.

IAVNA Limited effective from 13 October 2022