



AUTHORISED BEECHCRAFT REPRESENTATIVE



AUTHORISED CESSNA REPRESENTATIVE

## CONDITIONS OF REPAIR AND SERVICE

All work undertaken, services rendered, spare parts and goods supplied and/or fitted in connection therewith by Absolute Service Centre (Pty) Ltd ("the Company") in respect of or to an aircraft, aircraft engines and accessories are undertaken, supplied and fitted as the case may be upon and subject to all the terms and conditions set out below.

By accepting the quotation and/or estimate, you accept that these terms and conditions will be binding and will remain in full force and effect for the entire maintenance event until the aircraft is released back to service.

### 1. Quotation:

- 1.1. Quotations issued are estimates only and are not binding on the Company in any way whatsoever. Accordingly, the Company shall be entitled to claim and recover from the Customer all accounts that may be due to it by the Customer in terms hereof and the Company shall not, under any circumstances whatsoever, be bound by or limited to the recovery of the amount indicated in a quotation. The acceptance of any quotations and the placing of any order by a Customer will not be binding on the Company unless and until confirmed by the Company in writing;
- 1.2. Unless otherwise stated, all quotations are valid for 14 calendar days only from date of quotation.
- 1.3. Where the whole or any portion of any quoted price is either directly or indirectly affected by variations in rate of exchange including but not limited to, currency devaluations, an increase or decrease occasioned by any such variations and devaluations shall be for the Customer's account;

### 2. Scope and Authorisation:

The Company shall be entitled, but shall not be obliged, and is hereby authorized, at any time, in its sole and absolute discretion and without any prior notification to the Customer:

- 2.1. to perform any additional or alternative work and services and to supply/fit any spare parts, materials or goods to the aircraft, the aircraft engine or the accessory (accessories) concerned and which may, in the sole and absolute discretion of the Company or any of



its servants (employees), be necessary to ensure the airworthiness of the aircraft and not withstanding that same may not be reflected on or referred to in this job card; and

- 2.2. to carry out any modifications, alterations or checks required by the manufacturer or supplier of the aircraft, the aircraft engine or accessories, in terms of any service bulletin, service letter, instruction, advice or modification issued by such manufacturer or supplier, as the Company or any of its servants or agents may in their sole and absolute discretion deem fit; and
- 2.3. to refer any work or services to any other person or company ("third party") on either of the following bases:
  - 2.3.1. The third party shall be appointed a sub-contractor to the Company, in this event, the Customer shall be liable to and hereby undertakes to reimburse the Company upon demand for all and any charges and expenses of whatsoever nature that may be incurred by it to and in favour of such third party; or alternatively
  - 2.3.2. the Company shall be entitled and is hereby duly authorized to represent the Customer for and on behalf of and in the name of the Customer, to conclude a separate independent contract directly between the Customer and the third party for the undertaking/rendering by such third party of such work/services for and on behalf of the Customer. In this event, a direct contract shall be created between the third party and the Customer and no contractual nexus shall arise or be created between such third party and the Company. The third party shall look solely to the Customer for payment of all and any amounts that may be or become payable to it thereunder and the Customer shall make arrangements directly with the third party for the delivery by the third party to the Customer of the aircraft concerned upon completion of the said work/services
- 2.4. the Customer agrees to be bound by the terms and conditions of the third party's standard terms and conditions for work, repair, services or supply as if such terms and conditions were specifically incorporated herein. Upon a written request from the Customer the Company shall provide the Customer with a copy of such third party's standard terms and conditions of repair.
- 2.5. the Customer further acknowledges that any quotation provided by the Company in respect of any work or repairs to be undertaken, services provided, or parts supplied by the third party are based on rough estimates provided or parts supplied by the third party to the Company. Accordingly, the Company will not be held bound to such estimates should there be any variation in the estimates and the actual charge made by the third party to the Company and the provisions of Clause 1 hereof shall apply.



- 2.6. In the event of there being any adverse foreign exchange fluctuations between the date of signature hereof and the date of payment by the Customer, the Customer shall be liable for any such currency variation.
- 2.7. The Customer shall be obliged to pay the charges of the third party on being notified by the Company that the work, repairs and services have been completed or components are ready for shipment by the third party to the Company.
- 2.8. In the event of any items, any components, any spare parts any engines or any part thereof being transported for any work, repair or exchange (which shall be transported at the sole cost and risk of the Customer) being damaged in transit to the third party or on their return or should there be any delay in the third party completing the work affecting any repairs for and on behalf of the Company or the Customer then in that event the Company shall not be liable for any loss or damage suffered by the Customer.
- 2.9. Should the third party reject any of the aforementioned items transported for repair, work or exchange, not be prepared to effect any repairs thereto or should the third party not be prepared to consider any repairs as forming the subject matter of a warranty, then in that event the Customer shall have the option of either inspecting the components at the premises of the third party or alternatively upon the request of the Customer, the components shall be returned to the Company at the risk of the Customer who shall be responsible for payment of the transport costs thereof.
- 2.10. In the event of the third party being required to effect repairs or execute any work in respect of a warranty duly given to the Customer by such third party and should such repairs or work required to be undertaken by the third party at its premises in compliance with such warranty, the Customer acknowledges that the Company will be obliged to transport the components forming the subject matter of the warranty to the third party for repair. In such event the Customer further agrees that any costs of the transport occasioned thereby including any insurance costs shall be for the account of the Customer.

### 3. Spare Parts

- 3.1. All spare parts will be supplied by the Company. The Customer will not be allowed to supply any spare parts sourced by them without the written consent of the Company and on the conditions as set out below.
- 3.2. All requests to provide Customer sourced spare parts will be evaluated by the Company on a case by case basis. Any approvals given by the Company will be “once-off” without the guarantee that the approval will repeat.



3.3. Customer supplied spare parts may be accepted by the Company, at the Companies discretion, on condition that the spare part is accompanied by one of the following documents:

3.3.1. FAA 8130; or

3.3.2. EASA Form 1 certificate; or

3.3.3. Serviceable tag/release to service from a reputable source.

3.4. A 25% handling fee will be charged by the Company for all Customer sourced spare parts.

#### **4. Charges and Prices**

4.1. All work done, or services rendered by the Company in terms of this job card or pursuant to this agreement, will be charged by the Company to the Customer at the agreed price or alternatively the Company's usual price therefore, alternatively, at a fair and reasonable price therefore. Charges for test flights will be based on current insurance rates. All spare parts, materials, goods supplied fitted in terms of this job card or pursuant to the provisions of above will be charged by the Company to the Customer at the agreed price thereof, alternatively, at the Company's usual price thereof, alternatively the market price thereof. The Customer shall accordingly, and hereby undertake to, be liable to pay all such charges/fees/prices/amounts to the Company immediately on receipt of the Company's invoice. ("the due date");

4.2. The Company's prices are not subject to any discounts unless expressly agreed in writing by the Company;

#### **5. Upfront Deposits**

5.1. The Company reserves the right to request the Customer to make payment of an upfront deposit before any work will commence and/or parts ordered;

5.2. The Company will render an account for work done against the deposit and submit same to the Customer;

5.3. The Company may request the Customer to maintain the deposit and to make further progress payments as may be necessary.

5.4. A final account will be rendered together with the release to service documents and all amounts paid in surplus of the final account will be refunded to the Customer.



## 6. Terms of Payment

- 6.1. All amounts due to the Company shall be paid immediately on receipt of invoice;
- 6.2. The Customer shall pay interest to the Company on all accounts due and unpaid in terms hereof or arising here from at the rate of 9% per annum and calculated on daily balance from due date thereof until the actual date of payment thereof;
- 6.3. Payment for work done, services rendered, spare parts, materials and/or goods supplied and fitted by the Company shall be effected by the Customer to the Company prior to delivery to the Customer of the aircraft, aircraft engine and/or accessories;
- 6.4. All aircraft, aircraft engines and other accessories which come into the possession of or under the control of the Company shall be subject to a special and general lien and pledge for all moneys due by the Customer to the Company in respect of work done, services rendered, spare parts, materials, goods supplied and/or fitted and for every indebtedness of whatsoever nature which may now or at any time hereafter be or become owed by the Customer to the Company from whatsoever cause arising. In the event of the Customer's indebtedness to the Company not being paid by the Customer in full within fourteen (14) calendar days after due date, the Company shall be entitled, without any further notice to the Customer, to dispose of such aircraft, aircraft engines or accessories upon such terms and conditions and to such third parties and at such price as the Company may in its sole and absolute discretion deem fit and whether by way of public auction or private treaty, and the net proceeds received by it from such realization shall be applied by the Company firstly in reduction of the balance outstanding by the Customer to the Company in terms hereof and thereafter in reduction of every other indebtedness of the Customer to the Company from whatsoever cause arising.

## 7. Delay

The Company shall not be responsible for and shall have no liability of any nature whatsoever arising from or in consequence of or in connection with any delay whatsoever and, without in any way limiting or affecting the generality of the foregoing, including any liability for loss or use or profit or any special or consequential damages or losses.

## 8. Ownership

Ownership of all spare parts, materials, goods or equipment supplied or fitted shall remain vested in the Company until payment thereof has been received by the Company in full, notwithstanding delivery of the aircraft to which such parts have been fitted.



## 9. Export Licenses

If all or any spare parts, materials, goods or equipment to be supplied are to be imported, acquisition thereof shall be subject to all requisite export or other Licenses and Authorisation being granted by the country concerned.

## 10. Warranty and Liability

10.1. In respect of Aircraft repaired or maintained by the Company in terms hereof or pursuant hereto, the Company warrants to the Customer that if it is established to the satisfaction of the Company that failure has occurred within 90 (ninety) calendar days or 100 (one hundred) flying hours from the date of the completion of the repair of that aircraft by the Company (“the warranty period”), whichever shall first occur, and that such failure is due to faulty workmanship on the part of the Company or any of its employees or the failure of any new parts that was replaced by the Company during the course of the repair or maintenance, the Company will rectify any such faulty workmanship and either repair or replace such new part free of charge. The aforesaid warranty is however subject to the following conditions:

- 10.1.1. That the repaired aircraft shall not have been modified, installed, maintained or repaired other than by the Company itself in a manner which, in the sole discretion of the Company, is or was likely to adversely affect its operation;
- 10.1.2. That the repaired aircraft shall at all times have been properly maintained and serviced strictly in accordance with the manufacturer’s maintenance and service bulletins instructions;
- 10.1.3. That the repaired aircraft shall not have failed as a result, either directly or indirectly, of misuse, negligence or accident other than by the Company itself;
- 10.1.4. That the repaired aircraft engine or component shall be returned to the Company for rectification with transport charges prepaid and on the basis that the Company does not assume the cost of returning the aircraft, engine or component to the Customer.
- 10.1.5. That the repair or replacement of any part under this warranty shall extend the warranty period only in respect of the part so repaired or replaced beyond the original warranty period of that part;
- 10.1.6. That the Company does not warrant any part or accessory to the aircraft which has not been specifically repaired or replaced by it;



10.2. The Company agrees to transfer all manufacturer warranties in respect of the aircraft/engine/accessories repairs and maintenance, affected on behalf of the Customer, to the Customer without delay;

10.3. The Customer acknowledges and agrees that, save as set out above, no warranty or guarantee (including those imposed by law) apply in respect of aircraft engines or airframes repaired or maintained by the Company and the Company's sole liability in respect of warranties shall be in terms of the above.

## **11. Limitation of liability**

Save as set out above and save in the case of wilful misconduct and gross negligence on the part of the Company, the Company shall not be liable for any loss of or damages to or destruction of the aircraft, aircraft engine, equipment or accessory or the content of the aircraft, from any cause whatsoever, including but not in any way limiting or affecting the generality of the foregoing, fire, theft, or accident, whether or not such loss damages or destruction is caused while the aircraft engine, equipment or accessories or the content of the aircraft was in the Company's possession, housed in the Company's hangar, left in open, parked, being taxied or test flown, undergoing inspection, overhaul, repair or maintenance and whether or not such damages or destruction is due to the supply by the Company to the Customer of any spare parts, materials, goods or equipment. In addition to, but without limiting or affecting the generality of the foregoing, the Company shall not, under any circumstances whatsoever incur or have any liability for any special or consequential damages or losses of whatever nature and however caused and whether due to any wrongful nature and however caused and whether due to any wrongful or negligent act or omission by the Company or any of the directors, servants, officers, employees, agents, representatives or invitees or not.

## **12. Viz Major**

The Company shall not be liable for any delay in performance or any failure to perform or for any part performance only of any of its obligations due to any cause beyond its reasonable control, including but not limited to any strike, lock-out or other industrial action, sabotage, terrorism, civil commotion, riot, invasion, war, threat or preparation of war, explosion, fire, storm, flood, subsidence, epidemic or other natural physical disasters, impossibility or denial or the use of port, airport or station facilities, or railway, shipping, aircraft, motor transport or any other mains of public or private transport, breakdown of machinery or facilities; any act or policy of any state or Government or any other authority having jurisdiction over either party; any inability to perform any of its obligations due to a supplier of the Company having failed to deliver any item; any Government or any other boycott or sanction or embargo directed at the Company, the Republic of South Africa, its Government, nationals or any person connected with South Africa or due to a reason similar to any of the foregoing.



### 13. Hangarage/Storage

In the event of the Customer failing to comply with any of these terms and conditions or failing to accept delivery of the aircraft, aircraft engine, spare part, equipment, or accessory concerned within 7 (seven) days after being called upon by the Company to do so, the Customer will be required to reimburse the Company for any hangarage fees, or rental and storage charge incurred by the Company.

### 14. Cancellation

14.1. Without prejudice to any other rights the Company may have, the Company may cancel the contract or any incomplete part thereof, if the Customer commits a breach of any of the terms and conditions of the contract (including but not limited to the failure by the Customer to take delivery of the goods); or being an individual, is provisionally or finally sequestered or surrenders his or her estate or any application thereof is made; or being a partnership is terminated, or being a Company is placed under provisional or final liquidation or judicial management or an application therefore is made; or compromises or attempts to compromise generally with any of its creditors; or fails to satisfy or take steps to rescind any judgment against it within 7 (seven) days of the date of judgment.

14.2. On the termination of the contract any uncompleted part thereof for any reason whatsoever:

14.2.1. The amounts then owed, whether due or not by the Customer to the Company in terms of the contract shall become due and payable forthwith;

14.2.2. The Company may retake possession of any goods in respect of which ownership has not passed to the Customer;

14.2.3. The Company shall be entitled to cancel any further deliveries in terms of this or any other contract with the Customer.

### 15. Proceedings costs and Domicilium

15.1. The Customer or his representative hereby consents to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, for the purpose of any action or other legal proceedings which the Company or its cessionary may institute against the Customer;

15.2. Notwithstanding the content of this agreement, it is herewith agreed between the parties that the Company or its cessionary may at its option institute any legal proceedings which might arise in terms hereof or pursuant hereto in any Magistrate's Court having



jurisdiction in respect of the Customer, notwithstanding that the claim or the value of the matter in dispute might otherwise exceed the jurisdiction of such magistrate's court in respect of the cause of action;

15.3. The Company or its cessionary shall be entitled to recover from the Customer all legal expenses, hangarage fees, or rental, storage charges and all other fees and charges incurred by it with attorneys or collection agents, whether legal action has been instituted or not provided such expenses, have been incurred in consequence of a default by the Customer;

15.4. The Customer hereby selects his address set forth on the face hereof to be his *domicilium citandi et executandi* for all purposes arising here from and for the service of any process.

## 16. Miscellaneous and General

16.1. The Company is not obliged to provide hangar space for Customer's aircraft;

16.2. The new parts listed on this invoice have been certified as airworthy by the suppliers. Documentary evidence of such is held by this Company;

16.3. Any relaxation which the Company may permit on any one occasion in regard to any of the Customer's obligations shall not prejudice or be regarded as a waiver of the Company's right to enforce those obligations on any subsequent occasion;

16.4. This agreement, including this clause, contains the entire agreement between the Parties in regard to the subject matter hereof. No variation or consensual cancellation of the Agreement will be of any force or effect unless it is in writing and signed by the Parties.

16.5. The contract and these conditions, including this clause, shall be interpreted according to the laws of South Africa;

16.6. In the contract and these conditions, the singular shall include the plural, the masculine gender shall include the feminine gender, natural person shall include legal and juristic persons and vice versa, unless otherwise required or indicated by the context.

16.7. Any provision of the Standard Terms and Conditions that is, or becomes unenforceable in any jurisdiction, whether by reason of voidness, invalidity, illegality, unlawfulness or any other reason whatsoever will, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of the Standard Terms and Conditions will continue to be of full force and effect. The Parties declare that they would have executed the Standard Terms and Conditions without such unenforceable



provision/s if they were aware of such unenforceability at the time of the execution of the Standard Terms and Conditions.

- 16.8. The terms and conditions in the Standard Terms and Conditions are the only terms and conditions on which the Company is prepared to do business with the Customer. No amendments, deletions or insertions made by the Customer to the Standard Terms and Conditions (including this clause) will be of any force or effect unless countersigned by the Company, and the Customer will be deemed to have accepted the Standard Terms and Conditions without any such amendments, deletions or insertions should the Customer continue to deal with the Company.
- 16.9. The Company may amend these Standard Terms and Conditions at any time. If the Company amends these Standard Terms and Conditions, the amended Standard Terms and Conditions will apply to all future dealings between the Parties from the date of amendment.

--END--