

## GENERAL

### 1. In these conditions:-

- (a) YAK UK Limited is called "the Company" and the individual, firm, company or other party with whom the Company contracts is called "the Customer".  
"Services" shall include any design or other services to be provided by the Company pursuant to the Contract whether in relation to the supply of goods or otherwise and where the Contract is for or includes work or work and materials, the supply of labour. "Goods" means the goods, articles and materials which are to be supplied by the Company pursuant to the Contract (as hereinafter defined).
- (a) No order of the Customer placed with the Company in pursuance of a quotation or estimate given by the Company shall be binding on the Company unless and until it is accepted in writing by the Company.
- (b) Any contract, howsoever made, between the Company and the Customer ("the Contract") shall incorporate and be subject to these Conditions according to their provisions.
- (c) Any statement or representation written or oral made or given prior to the date of the Contract is hereby excluded unless expressly incorporated therein.
- (d) Any terms or conditions sought to be imposed by the Customer shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the Company.

## PRICES

- (a) Notwithstanding any offer, quotation, tender or price list, orders can only be accepted subject to the condition that goods and/or services will be invoiced at the prices ruling, in the case of goods, on the date of delivery as defined in Clause 4 hereof, and, in the case of services at the date or dates such services are performed.
- (b) The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.

## DELIVERY & RISK

- (a) Delivery of the goods shall be made to the Customer at the place specified in the Company's acceptance of order and the risk in respect of all goods shall pass to the Customer at the time of delivery. If no place for delivery is specified or agreed, delivery shall take place at the Company's premises immediately prior to loading for despatch to the Customer. Notwithstanding such delivery, the property in and title to the goods shall not pass to the Customer except as provided in Clause 5.
- (b) Delivery by the Company at a place other than at the Company's premises is undertaken on condition that adequate labour and facilities will be made available by the Customer at the Customer's expense to carry out prompt and safe unloading at the place of delivery. If the Customer shall fail to make available the adequate labour and facilities for unloading within a reasonable time, the Customer shall be liable to the Company for all costs, charges and expenses incurred by the Company by reason of such failure.
- (c) The customer shall insure his aircraft and goods whilst in the custody of the company, further all flight risks are to include Mark Jefferies & Ian Austin on the policy. Details of current flight hours and experience will be made available if required.

## TITLE

5. Until the Contract price of the goods and/or services comprised in this or any other Contract between the Company and the Customer shall have been paid or satisfied in full:-
- (a) The title to and property in the goods shall remain vested in the Company (notwithstanding the delivery of the same and the passing of the risk therein).
- (b) The Company may at any time recover and resell the goods (if in the Customer's possession or under its control) if any of the events specified in Clause 12 hereof shall occur and/or if any sum owed by the Customer to the Company under any Contract is not paid on the due date for payment. For the purposes of exercising its rights under this sub-clause (b) the Company, its servants or agents together with all necessary and appropriate transport shall be entitled to free and unrestricted entry upon the Customer's premises and/or all other locations where the goods are situated.
- (c) The Customer shall possess the goods as bailees of the Company.
- (d) Nothing in this Clause 5 shall:-
- (i) entitle the Customer to return the goods and/or materials or to delay payment thereof or
- (ii) constitute or be deemed to have constituted the Customer as the agent of the Company otherwise than for the purposes of this Clause 5 or
- (iii) authorise the Customer to give or make any representation or warranty to any third party in relation to the goods which shall be binding on the Company unless the Company shall have authorised the Customer so to do in writing.
- (e) The rights and remedies conferred upon the Company by this Clause 5 are in addition to and shall not in any way prejudice limit or restrict any other rights or remedies of the Company under the Contract.

## PERFORMANCE

6. (a) The Company will use its reasonable endeavours to comply with any date or dates for despatch or delivery of the goods and for the supply or completion of the services (as the case may be) as stated in the Contract. If the Company having used its reasonable endeavours fails to despatch or deliver the goods or to supply or complete the services by such date or dates, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any direct, indirect or consequential loss or damage resulting therefrom.
- (b) If the Company shall be prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the foregoing) strikes, lock-outs or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered provided that in the event that the performance of the Contract shall be suspended for more than three consecutive calendar months the Customer shall be entitled by notice in writing to the Company forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract rate for all goods supplied and/or services performed and materials used by the Company to the actual date of such termination. The Company shall not have any liability to the Customer for any direct/indirect or consequential loss or damage suffered by the Customer as a result of the Company's inability to perform its obligations under the Contract in the aforementioned circumstances.

## ACCEPTANCE

7. Without prejudice to the Customer's rights under Clause 9, the Customer shall be deemed to have accepted the goods as being in conformity with the Contract and shall be bound to pay for them.

## PAYMENT

8. (a) Unless the contract otherwise provides, the Contract price for the goods and/or services shall be payable net cash not later than fourteen days from the date of the relevant invoice.
- (b) The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company upon the expiration of seven days notice in writing to the Customer to charge the Customer interest on any outstanding monies due, at the rate of 2% per month pending payment without prejudice to any other remedy available to the Company.
- (c) Unless otherwise agreed in writing, the Customer shall not be entitled to set off against any monies due to the Company whether pursuant to the Contract or on any other account whatsoever.

## WARRANTY

9. (a) Where any goods or services (or any part thereof) are shown to the reasonable satisfaction of the Company, to be defective by reason of faulty materials or workmanship within a period of two months from the date of their original despatch or supply, (fair wear and tear excepted), the Company shall at its sole option either:-
- (i) deliver replacement goods and/or supply further services to the Customer free of charge or
- (ii) refund to the Customer the Contract price of such goods and/or services or
- (iii) require the Customer to retain the goods and/or services and grant to the Customer a reasonable allowance in respect of such defects, provided that:-
- (i) the Customer shall notify the Company in writing within fourteen days of becoming aware thereof and
- (ii) if so required by the Company, all defective goods are first returned to the Company's premises carriage paid by the Customer and
- (iii) the goods shall have been properly and correctly stored and/or used by the Customer and
- (iv) the liability of the Company for any such defects shall be limited as provided in sub-clauses (b) and (c) of this Clause.
- (b) The liability of the Company for any claim or claims for direct injury, loss or damage made by the Customer against the Company whether in Contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any defect in the goods and/or services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of the Company, its servants or agents in the performance of the Contract (including without limiting the generality of the foregoing, breach of any condition or warranty whether express or implied by statute, common law or otherwise howsoever) shall be limited in the case of any defect in the goods and/or services to the Contract price of the goods and/or services the subject of the claim or claims and, in any other case to the total contract price payable by the customer under the Contract.
- (c) The Company shall not be liable for any claims for indirect or consequential injury, loss or damage made by the Customer against the Company whether in Contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any such defect, act, omission, neglect or default referred to in sub-clause (b) of this Clause.
- (d) The Company will not be liable for any claim arising out of the failure in service of any component or assembly or any ancillary component or assembly.

## COPYRIGHT

10. (a) Copyright in all designs prepared by the Company remain with the Company at all times and such designs may not be copied without the Company's written permission.
- (b) Where the goods are made to the Customer's own specification, pattern or design the Customer, to the exclusion of the Company undertakes to indemnify the Company against any infringement of any patent registered design or copyright and any loss, damage or expense which the Company may incur by reason of so doing.

## LIEN

11. Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts due and payable by the Customer to the Company have a general lien on all goods and property belonging to the Customer in its possession (whether worked or not) and shall be entitled upon the expiration of fourteen days notice to the Customer, to dispose of such goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

## INSOLVENCY AND BREACH OF CONTRACT

### 12. In the event that:-

- (a) any distress or execution is levied upon any of the goods or property of the Customer or
- (b) the Customer (or where the Customer is a partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors or commits any act of bankruptcy or
- (c) the Customer (being a limited company) has a Receiver appointed of the whole or any part of its undertaking, property or assets, or an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company) the Company shall thereupon be entitled, without prejudice to its other rights hereunder, forthwith to suspend all further deliveries and/or services until the default has been made good or to determine the Contract or any unfulfilled part thereof or at the Company's option to make partial supplies of goods and/or services. Notwithstanding any such termination, the Customer shall pay up to and including the date of termination.

## SEVERANCE

13. If at any time any one or more of the provisions of these Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## WAIVER

14. The rights and remedies of the Company under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

## LAW

15. These conditions and each and every Contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England.

## GENERAL TERMS

## YAK UK LIMITED.

1. £42 per hour, chargeable units 15 mins + vat.
2. The above are labour only prices (except where stated) and do not include the cost of any parts or consumables (tyres, oils, gaskets, etc.) required for any scheduled inspection or works.
3. The above prices are exclusive of Value Added Tax, which will be charged at the prevailing rate. Overseas accounts are subject to special arrangements.
4. Work undertaken for overseas clients who wish to defer VAT against a VAT registered company, the VAT registration number along with a copy of the VAT registration document are to be provided, this applies to companies who's place of business is within the EEC.
5. Parts sold to UK companies, must provide end use numbers.
6. Works and parts are guaranteed for 50 hours or 6 months, whichever occurs first. Excepting electrical parts and components.
7. For any guarantee claim (parts or works) to be made against YAK UK Ltd, the aircraft or part must be delivered to our premises at Lt Gransden Airfield. Clearly there will be cases where this is impractical, and at that stage we will attempt to come to an acceptable alternative with the customer involved.
8. This guarantee is subject to the calendar time/hours limitation specified by YAK UK Ltd and will provide for the replacement/repair/overhaul of any part that has failed, except where this failure has been caused by pilot error of whatever.
9. Where aircraft or parts are returned to YAK UK Ltd to resolve problems under guarantee, YAK UK Ltd is not responsible in anyway for the costs of returning the aircraft or parts to Lt Gransden Airfield.
10. Terms:- Parts and/or completed work – Nett, by return. Work in progress, invoiced monthly – Nett, 14 days.
11. Collection or delivery of the aircraft or component, if required, will be charged extra.
12. All aircraft are to be insured fully comprehensive for Mark Jefferies or Ian Austin to fly for the purpose of positioning and test flight pre & post maintenance. If required please ask for current experience and hours flown.
13. Accounts to be settled (cash, credit card, *card charges apply at 2.9%*, cleared cheque) before completed work leaves our workshop/ airfield unless otherwise arranged.
14. Where invoices have not been raised prior to collection/ delivery, payment is due by return.
15. Interest will be charged on unpaid invoices at the amount of 2% per month. 14 days grace given.
16. A PMR will be issued for a period of 2 weeks for aircraft collected prior to settlement of the account upon full payment of the account the full period PMR will be issued.
17. Where original manufacturer's parts (for example, but not limited to, tires, seals, bearings, bushes, etc.) are no longer available and alternatives are used or replacements made, possibly with different material specifications and processes from the original, no development may have been undertaken or in-service suitability, experience or airworthiness approval gained. Therefore no guarantee of suitability or durability is given. (see also Clause 9(d) of our Conditions of Business).
18. Pre owned aircraft where YAK UK Ltd is acting as broker accepts no liability for the condition and serviceability of the said aircraft. It is the buyer's responsibility to accept the aircraft as seen and tested.
19. Our Conditions Of Business apply and can be found at <http://www.yakuk.com/cob.doc> or in writing at YAK UK Ltd airfield offices.
20. Estimates are open for acceptance for a period of 60 days, beyond which we reserve the right to review our price(s).
21. Accepted estimates may be declined prior to the commencement of works.
22. Our prices are firm until 30<sup>th</sup> April next, beyond when they may be adjusted in accordance with our annual price review (subject to Clause 3a of our Conditions of Business).
23. This price is based on a conversion rate of /£ sterling and is subject to adjustment.
24. Accounts to be settled in £ sterling with all Bank charges paid. Other currencies by agreement.
25. Where aircraft are not collected after maintenance storage charges will apply after 14 days. Hangarage is £50/ week or part thereof outside parking is £30/ week or part thereof. Please note that hangarage is severely limited, no guarantee of availability is given and aircraft may be subject to outside parking at owner's risk.
26. Late payment, refer to clause 8(b)
27. YAK UK Ltd, H G Jefferies & Son ARE to be indemnified against loss and damage – WE DO NOT CARRY MALITIOUS DAMAGE INSURANCE.
28. Long term hangarage & parking available please enquire for monthly charges.
29. Pilots and owners are reminded of the legal responsibility to record flight times for the purposes of maintenance.
30. Maintenance will be carried out to the requirements as specified by the maintenance schedule according to the flight hours recorded in the aircraft log books.
31. Fuel uplift is the full responsibility of the customer to carry out any water drain checks and satisfy themselves the fuel is fit for purpose. WE DO NOT CARRY RESELLERS INSURANCE thus helping to keep your costs down.