



### **B & W Terms of sale and delivery**

#### **General Terms of Sale**

General terms and conditions shall apply to every contract of sale, supply, repair service etc. unless otherwise stipulated in writing. The buyer's own terms of purchase, sale or delivery, if any, shall only apply to the extent that B&W Aviation has accepted them in writing for the specific contract.

#### **Purchase Terms**

Quotes: A quotation shall be deemed to have expired thirty (30) days after the initial date unless the contrary is indicated.

Pricing: B&W Aviation reserves the right to adjust its prices commensurate with the rise or fall in B&W Aviation purchase prices or changes in the rate of exchange occurring from the time of quotation till the time of delivery. Freight, insurance and dangerous goods materials costs shall be assumed by the Buyer.

Packing: The goods are supplied in standard packing free of charge. Cost of special packaging required by the Buyer will be charged to the Buyer.

Payment: In the absence of agreement to the contrary, payment are due upon delivery of goods. In the event that the Buyer fails to effect payment punctually, penalty interest at the rate of 2% per month shall be charged from the due date and the goods will remain at B&W Aviation until full payment has been made.

Cancellation: In the event that a concluded purchase is approved by B&W aviation for cancellation with a written consent, the Buyer shall compensate B&W Aviation for all special costs connected with the cancelled purchase including a restocking fee.

Special goods, made to order parts or non-stock parts, cannot be cancelled.

Receiving and inspection: Any lack of conformity shall be informed to B & W Aviation no later than two (2) weeks after receipt with according evidence. The Buyer loses the right to make any claim in respect of defects in the goods supplied if he does not give written notice to B&W Aviation specifying the nature of the defect immediately after discovery.

Warranty: B&W Aviation warrants that, at the time of delivery, retables, repairable and exchange Parts, as applicable, will be free from defects in material and workmanship. We offer 6 Months after delivery or 3 Months after installed. Check the B & W Aviation website to find more information about the warranty [www.bwaviation.net](http://www.bwaviation.net).

The claimed defect must be discovered by Customer within the applicable warranty period, and B&W Aviation must receive written notice along with evidence of the defect by Customer. If there is a defect in material and workmanship, a repair or replacement of the defective Part will be provided at B&W Aviation consideration. If a replacement Part is provided, such replacement will be interchangeable with the initial replaced Part.

set forth in this agreement are exclusive and in substitution for, and customer hereby waives, releases and renounces all other warranties, indemnities, obligations and liabilities of B&W Aviation, and all other rights claims of customer against B & W Aviation, express or implied, arising by law or otherwise, with respect to any conformance or defect in any parts or provided under this agreement, any indemnity against actual or alleged infringement, including but not limited to: (a) any implied warranty arising from course of performance, course of dealing or usage of goods; (b) any obligation, liability, right, claim or remedy in a wrongful act, whether or not arising from the negligence of B&W Aviation; and (c) any obligation, liability, right, claim or remedy for loss of or damage to any aircraft or part. Exclusion of consequential and other damages. B&W Aviation will have no obligation or liability, whether arising in contract (including warranty), tort (whether or not arising from the negligence of B&W Aviation) or otherwise, for loss of use, revenue or profit or for any other incidental or consequential damages with respect to any nonconformance or defect in any parts, or other things provided under this agreement or, any indemnity against actual or alleged infringement or the like. B&W Aviation will not be liable for any delay in performance of this agreement caused by: (i) Acts of god; (ii) War or armed hostilities; (iii) Government acts or priorities; (iv) Hurricanes, fires, floods, or earthquakes; (v) Strikes or labor troubles causing cessation, slowdown or interruption of work; (vi) delivery to anyone pursuant to an aircraft on ground (AOG) or critical request affecting any aspect of B&W Aviation performance identified to an order; (vii) inability, after due and timely diligence, to procure materials, systems, accessories, equipment, or parts; or (viii) any other cause to the extent such cause is beyond B&W Aviation control and not occasioned by B&W Aviation fault or negligence. A delay resulting from any such cause is defined as an excusable delay.

**Liability:** B&W Aviation shall not be liable for damage to real or personal property occurring whilst the goods are in the Buyer's possession, nor shall B&W Aviation be liable for damage to products manufactured or repaired by the Buyer or to the products of which these form part. B&W Aviation shall not be liable for consequential losses, loss of production, loss of profits, or other indirect losses.

To the extent that product liability towards a third party shall be imposed on B&W Aviation, the Buyer shall hold B&W Aviation harmless and indemnified to the same extent that B&W Aviation liability is limited according to Product Liability.

**Force majeure:** The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Buyer from fulfilling his obligations, he shall compensate B&W Aviation for expenses incurred in storing, securing and protecting the goods.

#### **Shipping, Handling and Delivery**

Unless there is a written agreement stating the contrary, delivery shall be to B&W Aviation Headquarters.

If the Buyer has not informed B&W Aviation of any specific means of transportation, B&W Aviation may, at its sole discretion and at the expense and risk of the Buyer, choose the means of transportation.

B&W Aviation shall be entitled to deliver the goods in one or more consignments.

If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment, which is dependent on delivery as if the goods in question had been delivered. B&W Aviation shall arrange storage at the Buyer's risk and expense.

