



Last updated on the 26th day of February 2024

END-USER AGREEMENT

Welcome to Spaero! We are an online trading platform designed for registered users to buy and sell new or used aircraft components or services.

In these terms, we refer to Spaero as a trading name of Spaero Limited (Company Number: 15482090), a company registered in England and Wales with registered office at 1 Sopwith Crescent, Wickford, Essex, England, SS11 8YU as "**Spaero**", "**our**", "**we**", or "**us**".

And you are you!

What are these terms about?

This agreement governs your use of the Spaero platform, accessible at <http://www.spaero.co.uk/> <https://www.portal.spaero.co.uk> (**Platform**). By using the Platform, you agree to be bound by this agreement which forms a binding contractual agreement between you and us.

These terms also apply when you provide goods or services directly to our Customer and/or if you are a purchasing goods or services from a Supplier.

Please let us know if you have any questions about these terms, and don't continue using our Platform or providing goods and services unless you have read and agree to these terms.

How do I read these terms?

We separated these terms into four parts, so they are easy to read and understand.

Those parts are:

- **Part A: User Terms** for when you use our Platform including for the purpose of:
 - listing your Products or Services on our Platform and applies to **Distributors and Repair Providers**; and/or
 - placing an Order for purchase of Products or new or used aircraft components, or Services or aircraft services through this Platform and applies to all users of this platform.
 - Error! Reference source not found.: **Distributor Terms** for when Distributors dropship Purchased Products directly to our Customer.
 - **Part C: Repair Provider Terms** for when Repair Providers provide Services directly to our Customer.
 - **Part D: Customer Terms** for when Customer buy Products or Services from the Distributors or Repair Providers on the Platform, or when Distributors or Repair Providers buy Products or Services of other Distributors or Repair Providers on the Platform.
-

Part A USER TERMS AND CONDITIONS

1 DEFINITIONS

- (a) **Accepted Issue** has the meaning as set out in clause 3.1(c) of the Distributor Specific Terms and Conditions.
- (b) **Airworthy/Airworthiness** means an aircraft, landing gear, Engine, APU or Component is airworthy if (i) it complies with the relevant valid type certificate (“**TC**”) data sheet, including any supplemental type certificate; and approved Modifications incorporated into the aircraft, landing gear, Engine, or Component; and (ii) Maintenance was carried out in accordance with the applicable Maintenance requirements; and (iii) the aircraft, landing gear, Engine, APU or Component was Released to Service.
- (c) **ATA 300** means Air Transport Association / Air Transport Association specification 300.
- (d) **Capability Listing** means a listing posted by a Repair Provider offering to sell services through the Platform.
- (e) **Collection Date** means the date notified to Spaero as the date which the Purchased Products will be collected from the Distributor by the Shipping Provider.
- (f) **Commission Fee** means, in relation to a Listing, a percentage of the Quoted Amount for that Listing as notified by Spaero to the relevant Repair Provider or Distributor from time to time.
- (g) **Customer** means a User who registers on our Platform and/or offers to buy or exchange Products or buy Services through the Platform.
- (h) **Customer Order** means an order placed through a Product Listing on the Platform by a Customer for provision of the Purchased Goods by the Distributor, alternatively the Repair Provider.
- (i) **DER** means a Designated Engineer Representative appointed by the FAA.
- (j) **DER Repair** means a repair overseen by a Designated Engineer Representative appointed to oversee the development of technical processes and testing to repair aircraft components, without the requirement to consult with the original equipment manufacturer.
- (k) **Distributor** means Users who register for an Account and/or offer to sell or exchange Products through the Platform.
- (l) **EASA** means the European Aviation Safety Agency.
- (m) **FAA** means the Federal Aviation Administration.
- (n) **Force Majeure Event** means an act of God that is an event outside the Distributor’s control that has a direct and significant effect on the Distributor’s ability to comply with an obligation under this agreement including any of the following:
 - (i) weather events of emergency level or above, including bushfire, earthquake or tsunami;
 - (ii) acts of terrorism; or
 - (iii) epidemic or pandemic (including SARS-CoV-2 Virus).
- (o) **General Data Protection Regulation (GDPR)** means the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
- (p) **Incoterms** means International Commercial Terms.
- (q) **Intellectual Property Rights** mean all copyright, trademark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in the United Kingdom and throughout the world.
- (r) **Listing** means a Product Listing or a Capability Listing.

- (s) **Performance Date** means the date notified to Spaero as the date which the Purchased Services will be provided to the Customer.
- (t) **Personnel** means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
- (u) **PMA Material** means all non-OEM parts such as, but not limited to; parts manufactured under the Parts Manufacturing Approval (“**PMA**”) of the FAA and/or parts manufactured under European Parts Approval (“**EPA**”) of the EASA.
- (v) **Posted Materials** has the meaning given to that term in clause 9 and includes reference to any Listing of Capability Listing, whichever may apply.
- (w) **Products** means the products advertised by a Distributor on our Platform through a Product Listing created by that Distributor.
- (x) **Product Listing** means a listing posted by a Distributor offering to sell or exchange goods through the Platform.
- (y) **Purchased Service** means a Service purchased by the Customer from Spaero and provided by the Repair Provider pursuant to a Customer Order.
- (z) **Purchased Product** means a Product purchased by the Customer from Spaero and supplied by the Distributor pursuant to a Customer Order.
- (aa) **OEM** means Original Equipment Manufacturer.
- (bb) **Quoted Amount** means, in relation to a Listing, the amount you have quoted as being payable by a Customer in the relevant Listing, including any delivery costs and VAT (if applicable).
- (cc) **Release to Service** means the issuance of an authorized release certificate (e.g. EASA Form 1) for landing gear, Engines and Components or a certificate of release to service for an aircraft.
- (dd) **Remaining Balance** means the Quoted Amount minus the Commission Fee.
- (ee) **Repair Provider** means a user that registers for an Account and/or offers to sell Services through the Platform.
- (ff) **Services** means the services advertised by a Repair Provider on our Platform through a Capability Listing created by that Repair Provider.
- (gg) **Service charge** means in relation to a Listing, a percentage of the Quoted Amount for that Listing as notified by Spaero to the relevant Customer from time to time.
- (hh) **Shipping Provider** means the entity that will perform the shipping of the Purchased Products, as selected by the Customer through a Product Listing.
- (ii) **TCCA** means the Transport Canada Civil Aviation.
- (jj) **Third Party Content** means text, images, data and other content provided by a third party and displayed on the Platform.
- (kk) **Type Certificate** means a Certificate of approval for a particular type of aircraft, model, aircraft engine or aircraft propeller, as issued and approved by applicable National Aviation Authorities. This may include Federal Aviation Administration, European Union Aviation Safety Agency, UK Civil Aviation Authority and Transport Canada Civil Aviation.
- (ll) **Type Certificate Holder** means the holder of, or applicant for, a **Type Certificate**.
- (mm) **UK CAA** means United Kingdom Civil Aviation Authority.
- (nn) **User** means any end user of our Platform and the reference to User throughout the agreement shall include Customer, Distributor and Repair Provider whichever may be applicable.

2 ELIGIBILITY AND ACCOUNTS

2.1 ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the

Platform. By using the Platform, you represent and warrant that you have not been suspended or prohibited from using the Platform and that you are over the age of 18 years.

- (b) Please do not access the Platform if you are under the age of 18 years old or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so. If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (**Represented Entity**), then “you” and “User” means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and using our Platform on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

2.2 ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details to us such as, but not limited to, your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by Spaero from time to time.)
- (c) If we are collecting your personal information, we will collect such information subject to the GDPR and in accordance with our Privacy Policy as set out in clause 19.
- (d) You warrant that any information you give to Spaero in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (e) Correspondence between Users must take place on the Platform. You agree to ensure that your Account does not display any of your personal contact information at any time such that it can be viewed by any other User. You agree to not give your contact details to any other User.
- (f) Once you complete the Account registration process, Spaero may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (g) Spaero reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (h) Spaero may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

3 USER OBLIGATIONS

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam or bulk content
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify Spaero of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform’s security;
- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to provide Products or Services, including:
 - (i) not to use the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job or a sale which includes illegal goods, activities or purposes); and
 - (ii) not to use the Platform in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by Spaero;

- (d) not to act in any way that may harm the reputation of Spaero or associated or interested parties or do anything at all contrary to the interests of Spaero or the Platform;
- (e) you must not make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of Spaero;
- (f) that Spaero may change any features of the Platform or goods or services offered through the Platform at any time without notice to you;
- (g) that information given to you through the Platform, by Spaero or another User, is general in nature and may not take into account your specific commercial or financial needs, and we take no responsibility for anything caused by any actions you take in reliance on that information; and
- (h) that Spaero may cancel your account at any time, including if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 3.

4 LISTINGS

You acknowledge and agree that:

- (a) you must use your best endeavours to provide as much information as possible in any Listing you submit to the Platform, including appropriate supporting certification, traceability, warranty details and lead time;
- (b) Spaero may limit the number of Listings you can submit to the Platform and Spaero may choose not to accept any Listing you submit to the Platform in their absolute discretion,
- (c) any information you supply in a Listing must be accurate, true, timely, complete and not misleading;
- (d) in the case of Product Listings only, the Distributor shall be responsible for suitably packaging the items, arranging shipment with the carrier specified by the Customer, including insuring the shipment with the carrier in the accordance with the Customer's instruction and ensuring loading of the item onto the carriers vehicle;
- (e) you must take all reasonable steps to provide the Products or complete the Services (as applicable) as described in every Listing that is accepted by a Customer, including by not cancelling any part of such Listing;
- (f) you must deal with any dispute with a Customer in accordance with clause 14 of Part A; and
- (g) any additional terms and conditions relating to a Listing, or a quote provided via the Platform, are solely between you and the relevant Customer and do not involve Spaero in any way, except that they must not be inconsistent with your or the Customer's obligations under this agreement.

5 LISTING WARRANTIES

By listing yourself as a Distributor or Repair Provider on the Platform and posting a Listing, you represent and warrant that:

- (a) you will provide the relevant Products or Services to Customer in compliance with all applicable laws;
- (b) if you are a Distributor, you are able to provide the Products as specified in the relevant Listing;
- (c) if you are a Repair Provider:
 - (i) you are able to fulfil the requirements of the Services specified in the Listing;
 - (ii) you will provide the Services to each Customer using suitably qualified and trained personnel exercising due care and skill in a professional, efficient, diligent and safe manner, and to the best industry standards; and
 - (iii) any individuals involved in your performance of Services to any Customer have not been previously convicted of an indictable offence, and any companies

involved in your performance of services have no current legal, criminal, civil or administrative proceedings against them; and

- (d) you are maintaining adequate insurance to cover your risks and liabilities under these terms, including public liability insurance and any other insurance notified by Spaero to you from time to time.

6 PAYMENTS, FEES AND ADDITIONAL CHARGES

- (a) Viewing the Platform and posting a Listing is free.
- (b) However, for any Listing you submit on the Platform resulting in a sale, and is accepted by a Customer, we may charge you a Commission Fee.
- (c) Once a Customer accepts a Listing on the Platform, the Customer will be prompted to pay the Quoted Amount, unless the Customer has agreed credit terms with Spaero and the Customer has adequate funds available.
- (d) Notwithstanding having granted credit facilities to you, we reserve the right, without any consultation with, or notice to you, to withdraw, reduce and/or increase any such credit facilities granted to you at our sole and absolute discretion.
- (e) Should we withdraw, cancel and or reduce your credit facilities you undertake to make payment of any amounts due to us at the time of such withdrawal, cancellation and/or reduction of your credit facility.
- (f) You agree that we may apply any overpayments received on invoices or any additional funds held in terms of the credit facility to any amounts due and owing to us and/or any bank charges due on any transaction.
- (g) Both Distributors and Repair Providers agree to ship either the Purchased Products and/or provide the Repair Service and provide the Customer and opportunity to accept delivery of the Purchased Products and/or Repaired Product, as provided for in clause 6 of part D hereof, prior to demanding payment or providing an invoice to us.
- (h) Any additional and/or ancillary charges incurred by the Customer subsequent to the placement of a Customer Order, invoiced to Us, must be agreed to with the Customer, alternatively those additional and/or ancillary charges must be invoiced to the Customer directly.
- (i) After we receive payment from the Customer in our account, we will make available to you the Remaining Balance to the account, the details of which specified by you when you registered for your user account once the Customer confirms acceptance of the relevant Product or Service by "accepting" that Product or Service using the functionality in the Platform.
- (j) Spaero reserves the right to hold the Remaining Balance and disperse this amount, along with other amounts, to you in a bulk monthly payment.
- (k) You may request the Remaining Balance be paid to you earlier, by providing evidence that the relevant Product or Service has been received by the relevant Customer and that the Customer has had adequate time to accept the shipment. We may approve such request, at our absolute discretion, and we may require you to pay additional fees in consideration for such approval.
- (l) Spaero reserves the right to change or waive the Commission Fee at any time by updating this agreement on the Platform.

7 BANKING FEES

- (a) You acknowledge and agree that trading on this platform will incur the payment of banking fees subject to each User's agreement with their respective banking institutions.
- (b) Accordingly, you agree that the payment of any banking fee raised by your banking institution shall remain the responsibility and liability of each User

8 BYPASSING

- (a) You agree that while you are a Distributor or Repair Provider (as applicable) on the Platform, regardless of the reason that your Account was suspended or cancelled, you will not, either directly or indirectly, solicit or attempt to solicit any business, work, income or other benefit, from any Customer whom you came to know about, or with whom you provided goods or services to directly or indirectly, through this Platform. This provision will apply whether or not the Customer or their representative is still active on the Platform.
- (b) Spaero may, in its absolute discretion, cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 8.

9 POSTED MATERIALS

- 9.1 By posting a Listing, or providing or posting any other information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:
- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
 - (b) the Posted Material is accurate and true at the time it is provided;
 - (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
 - (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
 - (e) the Posted Material is not “passing off” of any product or service and does not constitute unfair competition;
 - (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
 - (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
 - (h) the Posted Material does not breach or infringe any applicable laws.

9.2 LICENCE

- (a) In consideration for using the Platform, you grant to Spaero a perpetual, irrevocable, transferable, worldwide, and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any logos and/or marks in order for Spaero to use, exploit or otherwise enjoy the benefit of in any promotional material and/or media.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any logos and/or marks used in any promotional material and/or media, you forever release Spaero from any and all claims that you could assert against Spaero by virtue of any such moral rights.
- (c) You indemnify Spaero against all damages, losses, costs and expenses incurred by Spaero arising out of any third-party claim that such logos and/or marks used in any promotional material and/or media infringes any third party’s Intellectual Property Rights.

9.3 REMOVAL

- (a) You acknowledge and agree that Spaero has no obligation to screen Posted Material in advance of it being posted. However, Spaero may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or Listings you have

posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.

- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

10 SERVICE LIMITATIONS

The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that Spaero cannot and does not represent, warrant or guarantee that:

- (a) the Platform will be free from errors or defects;
- (b) the Platform will be accessible at all times;
- (c) messages sent through the Platform will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform will be secure or confidential; or
- (e) any information provided through the Platform is accurate or true.

11 INTELLECTUAL PROPERTY

- (a) Spaero retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Platform (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Platform Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Platform Content for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Platform Content without prior written consent from Spaero or as permitted by law.

12 THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). Spaero accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third-Party Content.

13 THIRD PARTY TERMS

- (a) Any service that requires Spaero to acquire goods and services supplied by a third party on behalf of the Customer may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Users agree to familiarise themselves with any Third-Party Terms applicable to any such goods and services and, by instructing Spaero to acquire the goods or services on the User's behalf, the User will be taken to have agreed to such Third-Party Terms.

14 DISPUTES BETWEEN USERS

- (a) Please contact us by email at concerns@spaero.co.uk or by filing a support ticket through the platform, if you have any complaints or concerns about your Order, and we will endeavour to rectify the issue.
- (b) Users must direct any complaint to the User concerned and take all reasonable steps to resolve any dispute with another User directly
- (c) If any issue or problem relating to the Platform remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to Spaero via concerns@spaero.co.uk or lodge a support ticket using the functionality in the Platform. We will assess the complaint and attempt to quickly and satisfactorily resolve it by initiating discussions with and/or between each party.
- (d) Spaero reserves the right to hold funds in relation to a dispute until the dispute is resolved, either by us, the relevant parties or by a mediator or arbitrator. We reserve the

right to disperse funds held by us as we see fit, including by providing a Customer a refund.

- (e) Any costs you incur in relation to a complaint or dispute will be your account.
- (f) Spaero has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute.
- (g) If you have a dispute with Spaero, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 120-day period before pursuing any other proceedings.
- (h) Notwithstanding any other provision of this clause 14, you or Spaero may at any time cancel your Account or discontinue your use of the Platform.

15 SECURITY

Spaero does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising out of or in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

16 LIABILITY

- (a) All express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded.
- (b) Subject to clause 16(c), to the maximum extent permitted by applicable law:
 - (i) Spaero excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Platform or its use or any Products or Services provided by any Distributor or Repair Provider (as applicable). This includes the transmission of any computer virus; and
 - (ii) under no circumstances will Spaero be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Platform, this agreement or their subject matter, or any goods or services provided by any Distributor or Repair Provider.
- (c) Nothing in this agreement shall exclude or limit a party's liability for:
 - (i) fraud or intentional unlawful conduct by a party;
 - (ii) death or personal injury resulting from a party's negligence; or
 - (iii) any other liability which cannot be limited or excluded by applicable law.
- (d) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement or in connection with the provision of the Services including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in England and Wales (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (e) Without prejudice to the limitation of liability provisions above, and to the maximum extent permitted by applicable law, in the event that a User incurs any loss, damage or expense arising out of this agreement, the User agrees that Spaero's maximum liability to the User shall be limited the total amount of Commission Fees paid by the User through the Platform in the 1 month preceding the date of the event giving rise to the relevant liability.

17 INDEMNITY

You agree to indemnify Spaero and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from you or your representatives':

- (a) breach of any term of this agreement;
- (b) use of the Platform;
- (c) your provision or receipt of Products or Services from another User;
- (d) your infringement of Intellectual Property Rights;
- (e) your failure to provide accurate, up to date information; or
- (f) your interactions with other users of the Platform.

18 CONFIDENTIALITY

You agree that:

- (a) no information owned by Spaero, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Platform and of the Distributors and Repair Providers are confidential and must be kept as such by you and must not be distributed nor disclosed to any third party.

19 PRIVACY

- (a) We collect personal information about you in order to enable you to access and use the Platform, to provide you with the Products and Services, to verify your personal and sensitive information (as applicable), to contact and communicate with you and to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your personal information and details how you can access and correct your personal information.
- (c) You agree to be bound by the clauses outlined in Spaero's Privacy Policy, which can be accessed here <https://spaero.co.uk/documents/privacy-policy.pdf>.

20 TERMINATION

- (a) Spaero reserves the right, and at its sole discretion, to terminate a User's access to any part or all of the Platform (including any Account, Listings and other memberships) at any time without notice, for any reason.
- (b) In the event that a User's Account, access or membership is terminated:
 - (i) the User's access to all posting tools on the Platform will be revoked;
 - (ii) the User will be unable to view the details of other Users (including contact details, geographic details, any other personal details and any listings or requests); and
 - (iii) the User will be unable to view the details of all Distributors or Repair Providers (including contact details, geographic details and any other details), and;
 - (iv) all Listings previously posted by the respective User will also be removed from the Platform.
- (c) Users may terminate their Account or membership on the Platform at any time by using the Platform's functionality where such functionality is available. Where such functionality is not available, Spaero will effect such termination within a reasonable time after receiving a written request for termination from the User.
- (d) Notwithstanding termination or expiry of your Account or membership or this agreement, the provisions Part A and any other provision which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

21 RECORD / AUDIT

To the extent permitted by law, Spaero reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, user posts, job request bids, comments, feedback, cookies, and I.P. address information) for quality control purposes, and/or administration purposes and also holds the right to produce these records in the event of any legal dispute involving Spaero.

22 NOTICES

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (c) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,whichever is earlier.

23 DISCLAIMER

23.1 It is your responsibility to read and understand all the terms in the quotation documents (including the warranty policies of the Distributors or the Repair Providers as the case may) and you indemnify Spaero from any liability or losses arising from any claim(s) in relation to them.

23.2 You agree and acknowledge that any warranty claim in respect of any product and/or service bought or provided through this platform shall be lodged with the relevant Distributor or Repair Provider as the case may be and that Spaero will under no circumstances be involved with warranty claims and or disputes, other than specifically provided for herein

24 GENERAL DATA PROTECTION REGULATION

24.1 Spaero shall ensure that the data processing, collection and protection requirements under the GDPR are fully complied with.

24.2 In the event and to the extent that personal data is collected from the customer and is processed by Spaero during the supply of the products and services, Spaero will comply with the GDPR.

24.3 Spaero's privacy notice will apply to the customer employees and or representatives accessing any of the Spaero's portals, websites, applications and or digital services.

24.4 Unless otherwise agreed in writing any processing of personal data shall only occur in the EU/EEA member states.

24.5 Any processing of personal data outside the territory will only be permitted with the consent of the customer, which consent shall be agreed and reduced to writing.

24.6 Unless otherwise agreed in writing this shall also apply in relation to any processing in the United States regardless of the existence of the US processing standards.

25 GENERAL

25.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

25.2 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

25.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

25.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

25.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

25.7 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

25.8 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

25.9 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or

annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

Part B DISTRIBUTOR SPECIFIC TERMS AND CONDITIONS

This Part B applies to Distributors only.

1 CUSTOMER ORDERS

1.1 ACKNOWLEDGEMENT OF CUSTOMER ORDERS

When a Customer places a Customer Order, the Platform will generate and send an automated email to the Customer confirming receipt of the Customer Order.

1.2 FULFILMENT OF CUSTOMER ORDERS

- (a) The Distributor must fulfil all Customer Orders it receives through a Product Listing by making the Purchased Products available on the Collection Date (as notified to Spaero) in accordance with clause 2.
- (b) The supplier shall comply with all aspects of form 'SP006 – General Quality Requirements for Spaero Ltd' at all times. Deviation from the specified terms shall be agreed in writing with Spaero Ltd prior to shipping.
- (c) If the Distributor expects that it may not be able to fulfil a Customer Order before the Collection Date, the Distributor must provide written notice to Spaero providing reasons.
- (d) If those reasons are acceptable to Spaero, the parties will endeavour to find a suitable workaround that is satisfactory to the Customer, including nominating a revised Collection Date.
- (e) If those reasons are not acceptable to Spaero or the Customer (or both) in their absolute discretion, Spaero may:
 - (i) request the Distributor to resolve the issue and meet the Collection Date;
 - (ii) cancel the Distributor's Account with Spaero;
 - (iii) refund the Quoted Amount to the relevant Customer; or
 - (iv) if Spaero refunds the Quoted Amount, require that the Distributor pays all or part of the Quoted Amount to Spaero and issue the Distributor an invoice for that amount.

1.3 NO GUARANTEE OF CUSTOMER ORDERS

The Distributor acknowledges and agrees that Spaero makes no representation, warranty or guarantee as to the volume of orders that will be placed on the Platform or that any Customer Orders will be placed at all.

1.4 NO EXCLUSIVITY

Nothing in this agreement is intended to prevent the Distributor engaging with other resellers, or Spaero engaging with other distributors for goods or services that are the same as or similar to the Purchased Products.

1.5 QUALITY REQUIREMENTS

The Purchased Products supplied to the Customer under this agreement must:

- (a) conform strictly to the description set out in the relevant Product Listing;
- (b) be in an Airworthy condition, of acceptable durability and quality, and free of defects;
- (c) be fit for purpose;
- (d) comply with any other reasonable requirements of Spaero; and
- (e) otherwise comply with the terms of this agreement.

2 DROPSHIPPING

2.1 SHIPPING PROVIDER AND COLLECTION DATE OBLIGATIONS

- (a) The Distributor must engage with the Shipping Provider to provide the Purchased Products to the Shipping Provider for delivery directly to the Customer.
- (b) On the Collection Date, the Distributor must ensure that:
 - (i) the Purchased Products are properly packaged in accordance with ATA Spec 300 and ready for collection by the Shipping Provider;
 - (ii) the Distributor's premises are accessible by the Shipping Provider;
 - (iii) appropriate personnel of the Distributor are present to hand over the Purchased Goods to the Shipping Provider; and
 - (iv) the information held by the Shipping Provider is consistent with the Customer Order.
- (c) If any issues arise on the Collection Date, the Distributor must immediately notify Spaero and take all necessary steps to resolve the issue.

2.2 SHIPPING REQUIREMENTS

- (a) The Distributor must ensure that the Purchased Products are provided to the Shipping Provider in a manner which:
 - (i) complies with all relevant laws, rules, regulations, standards, industry codes and other requirements in England and the jurisdiction which the relevant Purchased Products are delivered relating to the supply, transportation and exporting of the Purchased Products; and
 - (ii) uses at all times appropriate packaging (in accordance with ATA Spec 300 and shipping containers in order to prevent contamination, deterioration or damage to the quality of the Purchased Products.
- (b) The Distributor must ensure that the Purchased Products satisfy all customs, quarantine and any other applicable requirements without unreasonable delay such that the Purchased Products are able to be delivered to the Customer's address for delivery specified in a Customer Order.

2.3 TITLE AND RISK

- (a) Upon payment of the Distributor's invoice, title to the Purchased Products will pass to us.
- (b) Upon payment of the Distributor's invoice, we reserve the right to take delivery of the Purchased Product from the Distributor.
- (c) Only upon receipt of payment of the full invoiced amount from the Customer shall title in the Purchased Products pass to the Customer and shall the Customer be entitled to take possession of the Purchased Product.
- (d) Risk in the Purchased Products will remain with the Distributor until, and will only pass to the Customer when, the Purchased Products have been delivered to the Customer.
- (e) At no time will risk in the Purchased Products be with Spaero.

3 RETURNS

3.1 RETURNS

- (a) Spaero does not offer its Customer change of mind returns.
- (b) However, the Distributor acknowledges and agrees that it must, at Spaero's request, comply with any requests for the return and refund of a Customer Order if:
 - (i) a Purchased Product was not received by the Customer solely due to failure by the Distributor;
 - (ii) there is an Accepted Issue with a Purchased Product.

- (c) For the purposes of this clause, **Accepted Issue** means:
 - (i) the Purchased Product does not match the specification or serial number of the product quoted in the relevant Product Listing;
 - (ii) the shelf life of the Purchased Product has expired; or
 - (iii) a Purchased Product is faulty, including (but not limited to) where the Purchased Product is:
 - (A) contaminated with fluids, mildew or debris; or
 - (B) damaged as a result of the Distributor failing to package the Purchased Product in accordance with ATA Spec 300.

3.2 RETURN OF FAULTY PRODUCTS

- (a) If a Customer considers that the Purchased Products are faulty, Spaero will contact the Distributor via email or by using a support ticket with a full description and image of the issue.
- (b) The Purchased Products will be automatically deemed to have an Accepted Issue if the Purchased Products do not, in Spaero's reasonable opinion, comply with any of the requirements of clause 1.5 above.
- (c) Subject to clause 3.2(b):
 - (i) if the Distributor determines that there is an Accepted Issue with the Purchased Product, the Distributor may elect to either:
 - (A) direct Spaero to issue a refund to the Customer (including shipping costs); or
 - (B) replace the Purchased Product by engaging the Shipping Provider at the Distributor's cost to send an equivalent Purchased Product to the Customer; or
 - (ii) if the Distributor determines, in its reasonable opinion, that the Purchased Product may have an Accepted Issue, the Distributor may request to have the Purchased Product returned to the Distributor (at the Distributor's cost) for further inspection. The Distributor may determine, in its reasonable opinion, from its inspections that:
 - (A) there is an Accepted Issue with the Purchased Product, in which case the options in clause 3.2(c)(i) will apply; or
 - (B) there is no Accepted Issue with the Purchased Product, in which case the Distributor may refuse the return and send the Purchased Product back to the Customer at the Customer's cost using the Shipping Provider.
- (d) Nothing in this clause 3.2 is intended to limit or otherwise affect the operation of any of the manufacturer's standard warranties or any of Spaero's or the Customer's rights which cannot be excluded under applicable law.

4 FORCE MAJEURE

- (a) If the Distributor becomes unable, wholly or in part, to carry out an obligation under these terms due to a Force Majeure Event, the Distributor will give Spaero prompt written notice of:
 - (i) all relevant details and evidence of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which that the Distributor will be unable to perform or be delayed in performing its obligation.
- (b) Spaero will review any claim made on the basis of a Force Majeure Event and consider the credibility of that claim based on any evidence provided by the Distributor, including evidence of reasons why the Force Majeure Event was beyond the Distributor's control.

- (c) If Spaero determines that there was not a Force Majeure Event, this clause will have no effect and the Distributor must continue to meet its obligations under this agreement or any order placed.
- (d) If Spaero determines that Force Majeure does apply, the Distributor must take all necessary steps to overcome or remove the Force Majeure Event so as to return to completing its obligations as quickly as possible and no later than 7 days after the Force Majeure Event.
- (e) If the Distributor fails to overcome the Force Majeure Event, Spaero may immediately terminate this agreement. Spaero will not be liable, and reserves the right to recover, any fees for any Purchased Products not already provided to Spaero.

5 WARRANTIES

The Distributor warrants to Spaero that:

- (a) the Distributor has title to the Purchased Products;
- (b) upon delivery of the Purchased Products, the Customer will have the right to undisturbed possession of the Purchased Products;
- (c) the Purchased Products are free from any undisclosed security interests or other encumbrances;
- (d) the Purchased Products are in an Airworthy condition, of acceptable quality and are free from any defect;
- (e) the Purchased Products are fit for the purpose for which the Customer requires the Purchased Products; and
- (f) it has and will at all times comply with all relevant laws, rules, regulations, codes of practice and other requirements relating to the Purchased Products, including that it holds all necessary registrations, permits, licences and other authorisations in respect of the Purchased Products.

Part C REPAIR PROVIDER SPECIFIC TERMS AND CONDITIONS

This Part C applies to Repair Providers only.

1 CAPABILITY LISTINGS

- (a) If you hold yourself out to possess certain Qualifications (**Qualifications**), whether it be in any of your Capability Listings or anywhere on your Account, you warrant to Spaero that you do hold such Qualifications and if requested, will promptly provide Spaero with evidence of the Qualifications.
- (b) You must ensure that all Services specified in a Capability Listing that is accepted by a Customer are provided:
 - (i) in accordance with all applicable laws, regulations, tax obligations and industry standards;
 - (ii) with due care and skill and in a professional, punctual and diligent manner;
 - (iii) so that the Services are fit for their intended purpose; and
 - (iv) on the date and at the times set out in the Capability Listing.
- (c) If a Customer requests to reschedule the delivery time for the Services listed in a Capability Listing, you may choose to accept or reject such a request.

2 REPAIR PROVIDER'S OBLIGATIONS

2.1 ACKNOWLEDGEMENT OF CUSTOMER ORDERS

When a Customer places a Customer Order, the Platform will generate and send an automated email to the Customer confirming receipt of the Customer Order.

2.2 FULFILMENT OF CUSTOMER ORDERS

The Repair Provider must fulfil all Customer Orders it receives through a Capability Listing by making the Purchased Services available on the Performance Date.

2.3 STANDARD OF PURCHASED SERVICES

The Repair Provider must provide, and ensure its Personnel provide, the Purchased Services to the relevant Customer:

- (a) in accordance with Spaero's and the Customer's reasonable directions in response to any Capability Listing;
- (b) in accordance with all applicable laws, tax obligations and industry standards;
- (c) with due care and skill and in a professional, punctual and diligent manner; and
- (d) in a manner so that the Purchased Services are fit for their intended purpose.

2.4 PMA / EPA PARTS AND D E R REPAIRS

- (a) Repair providers are required to notify the Customer in advance of any work if they wish to incorporate PMA and/or EPA parts into any repairs, alternatively where any D E R Repairs are to be effected
- (b) D E R Repairs are not OEM approved and all parties shall be required to disclose if any product or service is subject to a D E R Repair.
- (c) No PMA / EPA Parts may be used by any Repair Provider unless expressly agreed between the Repair Provider and the Customer.
- (d) The use of PMA / EPA parts shall be clearly indicated on any quotation(s) provided by the Repair Provider and the Customer's attention shall be specifically drawn thereto.

3 DELIVERY OF COMPONENTS

The Repair Provider acknowledges and agrees that the receipt and delivery of any components the subject of any Purchased Services will be governed by [Incoterms® is FCA, Free Carrier – Incoterms® 2020] (as updated from time to time) (**Incoterms**). The Repair Provider must carefully read and familiarise itself with the Incoterms. By creating a Capability Listing on the Platform, the Repair Provider is taken to have agreed to the Incoterms.

4 SUBCONTRACTORS

- (a) A Repair Provider may subcontract any part of the Purchased Services.
- (b) A Repair Provider is responsible for the acts or omissions of its subcontractors as if they were the acts or omissions of the Repair Provider.

Part D CUSTOMER SPECIFIC TERMS AND CONDITIONS

This Part D applies to Customer who buy Products or Services through the Platform as well as to Distributors or Repair Providers who buy Products or Services from other Distributors or Repair Providers on the Platform.

1 SUBMITTING AN ORDER

- (a) Submitting an order for purchase of a Product or Service using the Platform's functionality (**Order**) constitutes your intention and offer to enter into these terms where we will provide you with the Products or Services you have ordered in exchange for your payment of the total amount listed upon checkout.
- (b) These terms are not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order is being processed.

2 THIRD PARTY PROVIDERS

- (a) You acknowledge and agree that we:
 - (i) procure the Products from third party distributors (**Distributors**);
 - (ii) outsource services related to providing the Products, including delivery of your Products (in accordance with clause 6); and
 - (iii) outsource the performance of the Services to third party repair service providers (**Repair Providers**),and that we are permitted to do so without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties.

3 PRODUCT LISTINGS

3.1 GENERAL

- (a) Product Listings allow you to purchase Products in one of two ways:
 - (i) as an "outright transaction", where you purchase the Products for a fixed fee as set out in the Product Listing (**Outright Transaction**); or
 - (ii) as an "exchange transaction" (as described in clause 3.2 below) (**Exchange Transaction**).

3.2 EXCHANGE

- (a) This clause 3.2 applies if you are entering into an Exchange Transaction.
- (b) Under a Product Listing, you may purchase a Product that is Airworthy (**Exchange Unit**) in consideration for you:
 - (i) delivering to the Distributor listed in a Product Listing an aircraft component which:
 - (A) is, in the reasonable opinion of the Customer, capable of repair;
 - (B) is the same age and model as the Exchange Unit (unless otherwise agreed with the Seller);
 - (C) has the same part number, dash number and mod status as the Exchange Unit (unless otherwise agreed with the Seller),but is not Airworthy (**Return Off-Unit**) in accordance with clause 3.2(e); and
 - (ii) paying us an "**Exchange Fee**", being either:
 - (A) an "exchange (plus cost) fee" (as described in the relevant Product Listing or as otherwise agreed with you in writing) (**Exchange (Plus Cost Fee)**); or

- (B) a “fixed exchange fee” (as described in the relevant Product Listing or as otherwise agreed with you in writing) (**Fixed Exchange Fee**),
plus any additional or ancillary costs described in that Product Listing, including (but not limited to) transportation costs, custom fees, recertification costs and overhaul costs (**Ancillary Costs**).
- (c) If we notify you, the Customer, of the Distributor’s acceptance of your Return Off-Unit, you must provide us with evidence that the date of delivery of the Return-Off Unit to the Distributor (**Return Off-Unit Delivery Date**) is within 15 days of us confirming to you that the Distributor has dispatched the Exchange Unit.
- (d) You acknowledge and agree that:
 - (i) if you fail to provide evidence in accordance with clause 3.2(c), you will still be liable to pay the Exchange Fee;
 - (ii) if the Distributor notifies us that it has not received the Return Off-Unit within 30 days of the Return Off-Unit Delivery Date, we may (on the direction of the Distributor) convert your Exchange Transaction to an Outright Transaction on the Platform, in which case you will be required to pay an amount equivalent to the amount you would have been liable to pay as part of an Outright Transaction (as at the date of acceptance of the Exchange Transaction under the Product Listing) in addition to any Exchange Fee already paid;
 - (iii) if the Distributor receives notification that the estimated lead time for the repair to the Return Off-Unit is to exceed or is likely to exceed a 90-day period, we reserve the right to, at this stage, to revert or change the order to one of outright sale. Such decision shall be made by us in our sole and absolute discretion without further input from both the Distributor and yourself;
 - (iv) in the event that a lead time for a repair is estimated at 30 days by the Distributor, however it becomes evident to the Distributor that the repair will not be carried out due to circumstances beyond its control and should that repair exceed a 90-day period we reserve our right to levy an additional exchange amount and every 90 days thereafter that the repair remains outstanding.
- (e) Any Return Off-Unit delivered to the Distributor under this clause 3.2 must be delivered with:
 - (i) any unserviceable tags containing "reason for removal information";
 - (ii) a certificate of origin that states the source of the Return Off-Unit is fully traceable and documented to an aircraft operator approved by one of the following; EASA, FAA, TCCA, UK CAA or the OEM, unless formally agreed with the distributor in writing;
 - (iii) an “ATA 106 Certificate” which specifies:
 - (A) the Return Off-Unit is not incident-related and has not been subjected to any unusual stress or heat;
 - (B) the Return Off-Unit was not procured from any government or military source; and
 - (iv) full records and traceability documents for all “time” and/or “cycle” life limited parts; and
 - (v) any other information as notified by us to you.
- (f) No PMA Parts may be used by any Repair Provider unless expressly agreed between the Repair Provider and the Customer.
- (g) The use of PMA parts shall be clearly indicated on any quotation(s) provided by the Repair Provider and the Customer’s attention shall be specifically drawn thereto.

3.3 DISCLAIMER

- (a) You acknowledge and agree that a listing on our Platform offering to sell or exchange a Product (**Product Listing**) is created and posted by the Distributor of that Product.
- (b) Accordingly, you acknowledge and agree that, as we are not the owners of the Product the subject of the Product Listing, we are unable to verify that:
 - (i) the Product provided by the Distributor matches the specification or serial number of the Product quoted in the relevant Product Listing; and.
 - (ii) the shelf life of the Product has not expired.
- (c) However, if you receive a Product that does not meet the requirements set out in clause 3.3(b), you may be entitled to a refund in accordance with clause 8 below.

4 PAYMENT

- (a) All prices are:
 - (i) for Products, per unit (except where indicated);
 - (ii) in US Dollars; and
 - (iii) subject to change prior to you completing an Order without notice.
- (b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all Products and Services at the time of placing an Order.
- (c) (**Invoices**) For any additional amounts payable under this agreement (including under clause 8.2(c)) hereof, Spaero will issue a valid invoice to you for payment of those amounts. You must pay those amounts within 7 Business Days of the date of issue of the invoice, in accordance with the remittance method set out in an invoice.
- (d) (**VAT**) Unless otherwise indicated, amounts stated on the Platform do not include VAT. Upon checkout, you will have the option to add or remove VAT from your Order. By not adding VAT to your Order, you represent and warrant that the Products, and your use or intended use of the Products, meet the conditions set out in '*Ships, trains, aircraft and associated services (VAT Notice 744C)*' issued by HM Revenue & Customs (as updated from time to time) (**VAT Notice 744C**). If your Products (or your use or intended use) of the Products do not, or no longer meet the requirements of VAT Notice 744C, or the Products otherwise become a taxable supply by Spaero, you must promptly notify Spaero and pay the VAT, subject to Spaero providing a tax invoice.
- (e) (**Pricing errors**) In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.
- (f) (**Late payment**) If the Customer does not pay an amount due under this agreement on or before its due date:
 - (i) Spaero may suspend provision of the Platform (and instruct any Distributor or Repair Provider to suspend the provision of any Products or Services (as applicable));
 - (ii) Spaero may seek to recover the amount due by referring the matter to a collection agency; and
- (g) Without limiting any of Spaero's other rights under these terms, the Customer must pay Spaero statutory interest of 8% per annum on each amount outstanding, from the due date for payment to the date on which payment is received by Spaero, plus any other amount Spaero is entitled to claim under law including *The Late Payment of Commercial Debts (Interest) Act 1998*.

5 DELIVERY AND SHIPPING OF PRODUCTS

- (a) **(Delivery)** All Orders are delivered in accordance with the [Incoterms® is FCA, Free Carrier – Incoterms® 2020] (as updated from time to time) (**Incoterms**). You must carefully read and familiarise yourself with the Incoterms. By placing an Order, you are taken to have agreed to the Incoterms.
 - (i) You acknowledge that unless otherwise stated, the delivery place by the seller, shall be the seller's facility.
- (b) **(International Orders)** Approved international orders may be subject to customs and import duties upon reaching its country of destination. You will be responsible for paying all customs and import duties and acknowledge that failure to pay may result in your order being held at customs. We will not be liable for any costs you may incur in having your order released from customs, including reimbursing you for any customs or import duties you may pay.
- (c) **(Shipping insurance)** Upon checkout, you will have the option to select whether you would like to add shipping insurance to delivery of your Order (**Shipping Insurance**). Any costs for Shipping Insurance will be separately charged by the relevant third party insurer partner (**Third Party Insurer Partner**). The terms of that Third Party Insurer Partner apply to you. You acknowledge and agree that, if you choose not to add Shipping Insurance upon checkout, you must take out adequate insurance to cover all potential liabilities that could arise from delivery of your Products to you.
- (d) **(Delivery disclaimer)** The terms of the relevant Third Party Delivery Partner that delivers your order apply to the delivery of the Products to you. Any problems with delivery should first be directed to the Third Party Delivery Partner to troubleshoot the issue. Only in the instance that you are unable to resolve the problem with the Third Party Delivery Partner may the problem be referred to us. We will endeavour to assist you to ensure your delivery arrives. You acknowledge that all delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated and consequently, we will not be liable for any loss or damage suffered by you as a result of or in connection with late deliveries.
- (e) **(Packaging disclaimer)** You acknowledge and agree that the relevant Distributor is solely responsible for packing and preparing the Products for delivery. We will not be liable for any loss or damage suffered by you as a result of or in connection with any Products which have been damaged as a result of the relevant Distributor failing to package the Products for delivery correctly or sufficiently.

6 ACCEPTANCE OF GOODS AND SERVICES

- (a) Except where you otherwise notify us in accordance with clause 8, acceptance of any Products or Services is deemed for all purposes to have taken place on the earlier of:
 - (i) you notifying Spaero using the functionality on the Platform that you “accept” the Products or Services, as applicable (**Acceptance**); and
 - (ii) Spaero confirming Acceptance on your behalf in accordance with clause 6(b).
- (b) If you fail to confirm Acceptance within 3 Business Days of the date on which you receive the Products or Services, Spaero may confirm Acceptance on your behalf if Spaero reasonably believes that the Product or Service has been delivered to you (having made reasonable enquiries).

7 CHANGES TO YOUR ORDER

7.1 CANCELLATION BY US

We reserve the right to cancel your order, at our sole discretion, for any reason, and will notify you of this as soon as possible. This includes, without limitation, where a Distributor or Repair Provider changes or no longer provides a particular Product or Service (as applicable). Where payment has already been remitted to Spaero against a proforma invoice, the full amount will be refunded to your original method of payment.

7.2 CANCELLATION BY YOU

You may cancel your Order up to the time that we confirm your Order in writing to you. Once we confirm your Order, your Order is binding and cannot be changed by you. However, our refunds and exchanges process in clause 8 below may apply.

8 RETURNS

8.1 REASONS FOR RETURN

- (a) We do not offer change of mind returns.
- (b) We will provide a full refund of the price paid for a Product if we determine that:
 - (i) a Product you have ordered was not received by you solely due to failure by a Distributor; or
 - (ii) there is an Accepted Issue with your Product.
- (c) For the purposes of this clause, **Accepted Issue** means:
 - (i) the Product does not match the specification or serial number of the Product quoted in the relevant Product Listing;
 - (ii) the shelf life of the Product has expired prior to the date of shipment; or
 - (iii) a Product is faulty, including (but not limited to) where the Product is:
 - (A) contaminated with fluids, mildew or debris; or
 - (B) damaged as a result of a Distributor failing to package your Product in accordance with ATA Spec 300.

but does not include:

- (i) damage in transit (except for damage contemplated in clause 3.1(c)(iii)(B));
- (ii) fair wear and tear;
- (iii) misuse;
- (iv) failure to use in accordance with the Distributor's or manufacturer's instructions; or
- (v) failure to take reasonable care.

8.2 PROCESS FOR RETURNS

- (a) **(Request)** If you believe that there is an Accepted Issue with your Product, and wish to return your Product, please contact our Customer Support Team using the functionality provided on our Platform with a full description of the issue (including evidence such as images, if applicable).
- (b) **(Further inspection)** If we determine that there may be an Accepted Issue with your Product, we will request that you send the Product back to the Distributor for further inspection, including any accessories, manuals, documentation or registration shipped with the Product. We reserve the right to further inspection before deeming an issue with the Product.
- (c) **(If there is no Accepted Issue)** If we determine in our reasonable opinion that there is no Accepted Issue with the Product, we will refuse your return and send the Product back to you, and you will be invoiced for all costs incurred by Spaero as a result of the claim (including any return costs).
- (d) **(If there is an Accepted Issue)** If we determine that there is an Accepted Issue with the Product, we will issue you with a replacement or refund (including shipping costs) depending on the nature of the Accepted Issue. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.
- (e) If you fail to comply with the provisions of this clause 8 in respect of a Product with an Accepted Issue, we may, in our absolute discretion, issue only a partial refund or no refund in respect of that Product.

- (f) Nothing in this clause 8 is intended to limit or otherwise affect the operation of any manufacturers' warranties which you may be entitled to or any of your rights which cannot be excluded under applicable law.