



DECOR EXHIBITIONS INFLATABLES ADVERTISING FESTIVALS

Aero51 Sales Terms & Conditions

May 2008 onwards

1 Definitions:

- 1.1 The Term "Aero51" refers to Aero51 Limited and any business conducted by representatives acting on Aero51's behalf.
- 1.2 The term "Purchaser" refers to the person, business, corporate or public body purchasing any equipment or service from Aero51.
- 1.3 The term "Sales Invoice" refers to the formal contract between Aero51 and a Purchaser in regard to the purchasing of any equipment or service.

2 Purchasing Equipment and / or Services:

2.1 SALES INVOICE

- Full details of the sales order including any dates for delivery are set out in the Sales Invoice. Once agreed by both parties this forms a binding contract. The Purchaser must supply full and accurate details upon request to allow the Sales Invoice to be created and Aero51 reserves the right to refuse any request for a sales order without needing to provide reason or explanation.
- In placing a sales order the Purchaser warrants that they are duly authorised on behalf of any person, business, corporate or public body that they represent to enter into the agreement and hereby personally indemnifies Aero51 against all losses and costs that may be incurred by Aero51 if this is not the case.

2.2 CHANGES TO THE SALES ORDER

- After the Sales Invoice has been accepted by both parties the Purchaser may request that changes are made by informing Aero51 in writing. Aero51 reserves the right to refuse these changes if they are not possible to implement.

2.3 CANCELLATION BY THE PURCHASER

- Once the Sales Invoice has been agreed by both parties the Purchaser will be liable for the full amount shown on the Sales Invoice. Refusal of acceptance of goods will not indemnify the Purchaser against liability for payments owed.

2.4 CANCELLATION BY AERO51

- Aero51 shall be entitled to cancel the sales order with immediate effect at any time if the Purchaser is in breach of these terms & conditions or if the Purchaser shall take any steps (or if any act or proceeding is commenced) in which the Purchaser's solvency is in the reasonable view of Aero51, in doubt. Such termination shall not affect the right of Aero51 to recover from the Purchaser any monies due under this Sales Invoice, interest, consequential loss or damages for breach.

3 Payment:

3.1 ACCOUNT HOLDERS

- Purchasers holding an account with Aero51 are required to complete full and cleared payment within 14 days from the date of the Sales Invoice. A deposit may be required for some sales orders and Aero51 will advise the Purchaser of this at the time of the sales order.

3.2 NON-ACCOUNT HOLDERS

- All non-account holders are required to complete full and cleared payment before any work by Aero51 is undertaken.

3.3 OUTSTANDING PAYMENTS

- Any outstanding payments will accrue interest charged at 5% per month or part thereof.

3.4 INTERNATIONAL PAYMENTS

- All and any fees charged for international payment transactions from outside the UK shall be paid by the Purchaser at the time of the transaction and the Purchaser should add this amount onto the total amount payable.

4 Delivery:

4.1 DELIVERY TIMES

- All times and dates quoted or stated for delivery are approximate only.

4.2 DELIVERY & TRANSPORT CHARGES

- Listed charges do not include delivery or transport unless stated otherwise. Any expenses incurred by Aero51 in delivery of equipment or transportation involved with the attendance of any Aero51 personnel or attempting the same will be paid for by the Purchaser and set out by Aero51 at the time of order.

4.3 METHOD & RISK

- Where delivery charges are quoted by Aero51, all charges are inclusive and Aero51 shall be free to select a carrier and mode of transport. Delivery provided by Aero51 shall include insurance for loss or damage during delivery, but shall be limited to the invoiced sales total and shall not include consequential loss of the customer.

4.4 INSPECTION OF GOODS

- The Purchaser must examine all goods delivered for the purpose of ascertaining whether they are in conformity with the Sales Order. The Purchaser shall be deemed to have accepted the goods in respect of such lacks of conformity, which he/she discovered or ought to have discovered during such examination, if he/she has signed the delivery receipt or accepted the delivery from any courier or carrier.

- One form of suitable identification (driving licence or passport) may be required from the signatory upon delivery of the purchased items.

5 Liabilities:

5.1 AERO51'S LIABILITY

- Aero51's liability for any defect in the equipment shall be limited to and in no case exceed the total sales order cost of the equipment purchased from Aero51.

5.2 CONSEQUENTIAL LOSSES

- Nothing in these terms and conditions shall make Aero51 liable for any consequential loss to the Purchaser including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability incompatibility, or unlawful repossession of the equipment or any part thereof or any breakdown or stoppage of the same.

5.3 THIRD PARTY INVOLVEMENT

- Aero51 will not be responsible for any non-fulfilment of contract by either Management or Artist, or for any goods or services booked from a third party, but every reasonable safeguard is assured.

5.4 LIABILITY

- The Purchaser will at all times fully indemnify Aero51 against any expense liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, use, non-use, repossession, return, or non-return of the equipment. Nothing in this clause shall affect the statutory rights of the Hirer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

5.5 INJURY TO PERSONS AND DAMAGE TO PROPERTY

- Aero51 shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the equipment and where such defect is caused by the negligence of Aero51.

6 General

6.1 POSSESSION OF SALES ORDER ITEMS

- All sales order items remain the sole property of Aero51 at all times until full and cleared payment is made to Aero51 and a confirmation of such payment received. All items must be surrendered to a representative of Aero51 upon request if such items have not been paid for in full. The Purchaser shall not at any time sell, dispose or otherwise part with control of the equipment to any third party or attempt to do so until the sales order items are paid for in full.

6.3 PRECEDENCE OF TERMS & CONDITIONS

- These terms and conditions will take precedence over any other conditions or terms appearing on any letters or agreements provided or implied by the Purchaser, unless otherwise expressly agreed by Aero51 in writing.

6.4 FORCE MAJEURE:

- Although Aero51 shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its reasonable control.

WEB: www.aero51.co.uk

EMAIL: info@aero51.co.uk

Aero51 Limited is registered in England & Wales No. 5801270.
Registered Office 4 Pinetree Road, Bewdley DY12 2JD. VAT Registration 884 1060 27.