

Bristow Helicopters Limited

TERMS & CONDITIONS OF PURCHASE

1. TERMS AND CONDITIONS OF PURCHASE. Unless otherwise specifically agreed in writing by BRISTOW HELICOPTERS LIMITED (hereinafter PURCHASER), these terms and conditions shall govern the entire transaction contemplated hereunder and a binding contract shall be made when PURCHASER receives a signed acknowledgement of the Purchaser's actual purchaser order "Order" or when performance has commenced by SUPPLIER, whichever first occurs. SUPPLIER represents that these terms and conditions are fully and irrevocably accepted, and has accepted the Order and entered into agreement with Purchaser in consideration of them.
2. PERFORMANCE: The contract shall be performed according to these terms and conditions with no amendment, variation, qualification or waiver effective unless reduced to writing and signed by a duly authorised officer of PURCHASER.
3. EXCEPTION: Where (a) there are terms and conditions set out on the face of the Order or otherwise incorporated with PURCHASER'S agreement, such terms and conditions shall prevail where and to the extent the same are inconsistent with these conditions (b) there is in existence a valid written and signed contract between supplier and PURCHASER dealing specifically with the subject matter of the Order, the terms and conditions of that contract shall prevail where and to the extent such contract conflicts with these conditions.
4. ACKNOWLEDGEMENT. Signed acknowledgement of the Order - quoting the order number in full, including part numbers, specifications, prices and delivery dates is required by Purchaser from SUPPLIER by return.
5. CANCELLATION: PURCHASER reserves the right to cancel the Order at any time prior to acknowledgement by the SUPPLIER.
6. VARIATION: No superseded part number or substitute is acceptable without independent documented evidence supporting direct interchangeability being made available to PURCHASER for acceptance prior to commencement of delivery. A copy of such documentation shall accompany the goods.
The SUPPLIER shall not alter any of the goods except as directed in writing by the PURCHASER. The PURCHASER shall have the right by notice in writing to direct the SUPPLIER to vary the Goods and the SUPPLIER shall carry out such variations where stated in the ORDER. Where the SUPPLIER receives any such direction from the PURCHASER which would occasion an amendment to the ORDER price or delivery dates, the SUPPLIER shall within seven days advise the PURCHASER in writing to that effect. Until the PURCHASER confirms instructions after receipt of amendments from the SUPPLIER, they will be deemed not to have been given.
7. ADVICE NOTES. All goods must be accompanied by an Advice Note, quoting the order number in full, part numbers, specifications, quantities and SUPPLIER'S name and address.
8. DELIVERY. Time is of the essence. PURCHASER shall be entitled but not obliged to cancel this Order if delivery is not effected within the time agreed and specified on the Order.

9. QUANTITY. PURCHASER will not accept nor be required to pay for any quantities in excess of those stated on the Order. Any such excess may be dealt with as PURCHASER deems necessary at SUPPLIER's risk and expense.

10. CONDITION OF GOODS. By acceptance of this order, the SUPPLIER warrants (a) that the SUPPLIER has the right to transfer good title to the goods to the PURCHASER (b) that all goods correspond in all respects with the Order and are of merchantable condition and free from any defects in manufacture and workmanship (c) that the goods shall be delivered free from any security interest or other lien or encumbrance, in default of which PURCHASER reserves the right to reject any of the goods wholly or in part. Furthermore, it is incumbent upon the SUPPLIER to advise the PURCHASER in writing if SUPPLIER becomes aware of any non conforming product whether in production or after delivery to PURCHASER.

11. CERTIFICATION. Aircraft Components (being all parts or equipment intended for installation into an aircraft, its engines or propellers) must be accompanied by a properly signed and stamped Authorised Release Certificate Identified as either of the following:

(a) EASA Form One (Europe and Foreign UK CM Approved Companies).

(b) Form 8130-3 (USA)

(c) TC Form 24-0078 (Canada).

SUPPLIERS unable to conform to the foregoing MUST contact BRISTOW HELICOPTERS LTD. QUALITY ASSURANCE MANAGER immediately.

12. Sub Contracts. The ORDER shall not be assigned by the SUPPLIER nor sub contracted as a whole. The SUPPLIER shall not sub-contract any part of the work without the PURCHASER's written consent. The SUPPLIER shall be responsible for all work done and Goods supplied by all Sub-Contractors. When the PURCHASER has consented to the placing of sub-contracts, copies of such sub-contract shall be sent by the SUPPLIER to the PURCHASER immediately it is issued. All Bristow Helicopters Limited Terms and Conditions of Purchase must be applied to all sub-contracts.

13. AIRWORTHINESS DIRECTIVES. Certified Aeronautical Components or Parts being returned to PURCHASER must comply with all Airworthiness Directives of the country of manufacture of those components or parts.

14. PROGRESS AND INSPECTION

The PURCHASER's representatives shall have the right to progress and inspect all Goods at the SUPPLIER's works and the works of sub-contractors at all reasonable times and to reject goods which do not comply with the terms of the 'Order'. The SUPPLIER's sub-contracts shall include this provision. Any inspection, checking approval or acceptance given on behalf of PURCHASER shall not relieve the SUPPLIER or it's sub-contractors of any obligation under the contract.

15. PACKAGING. All goods must be packed in an appropriate manner such that they are protected from damage. Aircraft Components must be packed in accordance with ATA300 specifications or BS standards. Please enclose 2 copies of the shipping invoice outside and one copy inside the packing case.

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16. INSPECTION. Any goods received and found on inspection by PURCHASER to be damaged and/or in any way failing to meet the specification (or otherwise unsuitable) will not be deemed to have been accepted as being in conformance with the Order and will be returned to the SUPPLIER for replacement at the SUPPLIER's risk and expense without prejudice to any other rights which PURCHASER may have.
17. ACCOUNTANCY. Order numbers must be quoted in full on all Invoices, Advice Notes and correspondence. Invoices must also show the date of delivery and the address to which the goods have been delivered. In the absence of any intimation to the contrary on SUPPLIER's Advice Notes, containers and/or packages of any kind will be assumed to be non-chargeable and non-returnable.
18. SHIPPING. An FOB price shall include all dues and charges.
19. SUPPLIER FINISHED MATERIAL. The SUPPLIER shall remain responsible and account for any materials supplied by PURCHASER to complete the work called for under this Order. All items or material supplied by PURCHASER, including plans, drawings, process information, patterns and jigs, shall remain the property of PURCHASER and without limitation be treated as secret and confidential, always returnable on demand and may not be copied or communicated to any other person without PURCHASER'S written consent.
20. PATENTS. The SUPPLIER guarantees compliance of all goods with all patent, trade mark, registered design, copyright or similar law, for use or operation by PURCHASER and any of its parent, associated or subsidiary companies without restriction in any part or the world. SUPPLIER hereby indemnifies PURCHASER and its parent, associated and subsidiary companies from and against all liability, claims, demands, actions, costs and damages rising out of or in connection with any infringement or any alleged infringement of the matters aforesaid.
21. INDEMNITY. SUPPLIER shall at all times indemnify and hold PURCHASER and its associated or subsidiary companies harmless from and against any and all claims, demands and/or proceedings in respect of death or injury to any person or loss of or damage to any property occasioned by or arising out of or in consequence of (a) the performance, mis-performance or non-performance by SUPPLIER of the Order (b) any faults or defects in the goods. SUPPLIER shall indemnify PURCHASER against any costs, charges or expenses occasioned to PURCHASER or its associates or subsidiary companies as a result thereof, provided always that SUPPLIER shall not be bound to indemnify as aforesaid if the death, injury, loss or damage in question was caused solely by wrongful acts or omissions of any of those indemnified.
22. CANCELLATION AND TERMINATION. PURCHASER reserves the right at any time to cancel or revoke the work called for under this order. PURCHASER'S sole obligation arising from such cancellation or revocation shall be to indemnify SUPPLIER for costs reasonably incurred, which in any event shall be mitigated to the maximum possible extent by SUPPLIER. If at any time it appears to PURCHASER that SUPPLIER has breached or defaulted in the terms of this agreement or such breach or default is likely to occur, PURCHASER may, without prejudice to any other rights it may have, terminate this order forthwith by notice in writing.
23. INSURANCE will be arranged by or on behalf of PURCHASER from the point where the

ownership of the goods transfers to PURCHASER.

24. LAW. The Order and the contract contemplated on acceptance of this order shall in all respect be governed by and construed in accordance with English law.