



## Standard Terms and Conditions

### 1. Definitions

1.1. Unless the context clearly indicates a contrary intention, the following words and phrases bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

- 1.1.1. "the/this Agreement" means a Quote accepted by the Customer, an Order accepted by Absolute Aircraft Parts (Pty) Ltd or both as governed by the Standard Terms and Conditions;
- 1.1.2. "Absolute Aircraft Parts" means Absolute Aircraft Parts (Pty) Ltd with registration number 1964/004787/07;
- 1.1.3. "Acceptance/Accepting/Accepted" means to be in agreement with the content of the document by signing the document and submitting the signed document back to its sender;
- 1.1.4. "Breach Event" means any one or more of the following: a breach by the Customer of any term of the Standard Terms and Conditions, an attempt by the Customer to reach a compromise with its creditors, the Customer being placed in liquidation or sequestration whether provisional or final, the Customer being placed into business rescue, a judgment debt being entered against the Customer and remaining unsatisfied for a period of 5 calendar days and the Customer ceasing to carry on business;
- 1.1.5. "Credit Application" means the Customer's application for a Credit Facility, if any;
- 1.1.6. "Credit Facility" means a credit facility provided by Absolute Aircraft Parts to the Customer;
- 1.1.7. "Credit Limit" means the credit limit provided under a Credit Facility, if any;
- 1.1.8. "the Customer" means the Party who accepts a Quote from Absolute Aircraft Parts or who places an Order on Absolute Aircraft Parts;
- 1.1.9. "Delivery" means delivery of the Goods in terms of clause 5;
- 1.1.10. "a Dispute" means a dispute between the Parties arising from or in connection with the Agreement;
- 1.1.11. "Exchange Component" means any Goods sold by Absolute Aircraft Parts to the Customer in terms of an Exchange Sale;
- 1.1.12. "Exchange Sale" means a sale by Absolute Aircraft Parts to the Customer of an Exchange Component in circumstances where the Customer is obliged to return to Absolute Aircraft Parts a Return Component;
- 1.1.13. "Exchange Sales Policies" means the exchange sales policies of the manufacturers or suppliers of the Goods and includes, but is not limited to, their core return policies;



- 1.1.14. "the Goods" means the goods stipulated in: a Quote issued by Absolute Aircraft Parts and accepted by the Customer, an Order placed by the Customer and accepted by Absolute Aircraft Parts or both;
  - 1.1.15. "Import Goods" means Goods which Absolute Aircraft Parts does not have in stock and which must be sourced by Absolute Aircraft Parts;
  - 1.1.16. "Order" means an order for Goods placed by the Customer on Absolute Aircraft Parts;
  - 1.1.17. "the Parties" means collectively the Customer and Absolute Aircraft Parts and "Party" means either one of them;
  - 1.1.18. "Personal Information" means information provided by the Customer, the Representative or both to Absolute Aircraft Parts for the purposes of applying for a Credit Facility and any other information disclosed by the Customer to Absolute Aircraft Parts which, in the opinion of Absolute Aircraft Parts, is relevant to the Customer's credit profile;
  - 1.1.19. "Quote" means a quote issued by Absolute Aircraft Parts on request of the Customer stipulating Absolute Aircraft Parts' charges for the Goods requested by the Customer;
  - 1.1.20. "the Representative" means the person who signs the Credit Application in a representative capacity on behalf of the Customer;
  - 1.1.21. "Return Component" means an item which is of the same or similar type as an Exchange Component and which is exchanged by the Customer for an Exchange Component in terms of an Exchange Sale;
  - 1.1.22. "Return Component Charge" means a charge by Absolute Aircraft Parts to the Customer which reflects the core value of the Return Component;
  - 1.1.23. "Standard Terms and Conditions" means these standard terms and conditions;
  - 1.1.24. "Stocked Goods" means Goods which Absolute Aircraft Parts has in stock;
- 1.2. where any period of days or business days is prescribed, same is reckoned exclusive of the first day and inclusive of the last day;
- 1.3. the use of the words "include", "includes", "including" or "inter alia" followed by one or more specific examples is not to be construed as limiting the meaning of the general wording preceding them and the *eiusdem generis* rule is not to be applied in the interpretation of such general wording or such specific examples; and
- 1.4. no provision is to be construed against or interpreted to the disadvantage of a party by reason of such party having, or being deemed to have, structured, drafted or introduced it.

## **2. Application of the Standard Terms and Conditions**

These Standard Terms and Conditions govern all sales of Goods from Absolute Aircraft Parts to the Customer and all matters arising from or incidental thereto.



### **3. Orders, charges and payment**

- 3.1. A sale of Goods will be concluded upon:
  - 3.1.1. the Customer accepting a Quote from Absolute Aircraft Parts for the Goods; or
  - 3.1.2. Absolute Aircraft Parts accepting an Order placed on it by the Customer for the Goods.
  
- 3.2. Once an order has been concluded, such order may not be cancelled unless specifically agreed to by both parties in writing or as per any other provision in these terms and conditions.
  
- 3.3. The price for the Goods will be:
  - 3.3.1. in the case of the Customer accepting a Quote from Absolute Aircraft Parts, the price set out in the Quotation;
  - 3.3.2. in the case of Absolute Aircraft Parts accepting an Order from the Customer, the price as advised by Absolute Aircraft Parts to the Customer or the prevailing list price for the Goods.
  
- 3.4. In the case of the Goods comprising:
  - 3.4.1. Stocked Goods, the price of the Goods will be in South African Rands;
  - 3.4.2. Import Goods into South Africa, the price of the Goods will be in the currency of the manufacturer or supplier of the Import Goods and converted into South African Rands at the date of clearance of the Import Goods by the South African Customs and Excise officials into the Republic of South Africa using the selling rate of the day as published by Nedbank Limited.
  - 3.4.3. Import Goods from manufacturer directly to the Customer outside of South Africa, the price of the Goods will be in the currency of the manufacturer or supplier of the Import Goods and converted into South African Rands at the date of clearance of the Import Goods by the Customs and Excise officials of the Customer's country into the Customer's country using the selling rate of the day as published by Nedbank Limited.
  
- 3.5. In the case of the sale of Import Goods, Absolute Aircraft Parts may arrange forward cover at the Customer's request and cost failing which the Customer bears the risk of fluctuations in the exchange rate.
  
- 3.6. The Customer may accept a Quote for a period of 14 calendar days from the date of Absolute Aircraft Parts sending the Quote to the Customer. Absolute Aircraft Parts may accept an Order at any time before the Order is withdrawn by the Customer.
  
- 3.7. All prices in respect of a Quote, Order or both are subject to fluctuations in any one or more of the following: the prevailing manufacturer's or supplier's price, exchange rates, transportation costs, insurance premiums, customs and excise duties and other taxes or



charges on the Goods. In the event of such a fluctuation occurring between the date of conclusion of a sale of the Goods and Delivery of the Goods, Absolute Aircraft Parts may adjust the price for the Goods in accordance with the fluctuation and the Customer will be bound by such revised price.

- 3.8. In the case of Import Goods, Absolute Aircraft Parts will not be liable for breach of the Agreement if any license or authority for the exportation or importation of the Import Goods is not provided by the authorities concerned.
- 3.9. If a Quote which has been accepted by the Customer contains a patent error or omission as to price, quantity or description of the Goods or the delivery date made in good faith by Absolute Aircraft Parts, then:
  - 3.9.1. the Party which discovers the patent error or omission shall inform the other Party of the nature of the patent error or omission;
  - 3.9.2. the Customer shall make an election within 7 calendar days of one Party informing the other Party either to continue with the sale, as amended to rectify the patent error or omission, or cancel the sale; and
  - 3.9.3. Absolute Aircraft Parts will not be liable for breach of the Agreement.
- 3.10. The Customer shall make payment to Absolute Aircraft Parts of the Quote or Order:
  - 3.10.1. prior to Delivery, in the case of Stocked Goods; or
  - 3.10.2. prior to Absolute Aircraft Parts placing an order for the Goods, in the case of Import Goods.
- 3.11. If the Customer has been approved by Absolute Aircraft Parts for a Credit Facility, then:
  - 3.11.1. Absolute Aircraft Parts shall issue an invoice to the Customer upon Delivery;
  - 3.11.2. the Customer shall make payment of the amount reflected on the invoice by no later than 30 days from date of invoice.
  - 3.11.3. Absolute Aircraft Parts shall issue a statement of all invoices for a particular month to the Customer;
- 3.12. Notwithstanding clause 3.10, Absolute Aircraft Parts may:
  - 3.12.1. request a deposit of up to 50% of the unit price of all Import Goods prior to placing an order for the Import Goods;
  - 3.12.2. request a deposit of up to 100% on the unit price of all engines prior to placing an order for the engines;
  - 3.12.3. request payment of the unit price in full of all turbines prior to placing an order for the turbines.
- 3.13. The Customer shall make all payments to Absolute Aircraft Parts by electronic funds transfer into Absolute Aircraft Parts' banking account, by cash or by credit card. The Customer shall not make payment by cheque unless Absolute Aircraft Parts has provided its prior written consent thereto. The Customer carries the risk associated with or arising



from the method elected to effect payment to Absolute Aircraft Parts. The Customer's obligation for payment to Absolute Aircraft Parts will only be discharged once payment has cleared for effects in Absolute Aircraft Parts' banking account.

- 3.14. If the Customer defaults in making payment of any amount due to Absolute Aircraft Parts timeously or in full or withholds payment of any amount due to Absolute Aircraft Parts or any portion thereof for any reason whatsoever, all amounts then owing to Absolute Aircraft Parts by the Customer will become immediately due and payable.
- 3.15. The Customer may not claim set off or deduction in respect of any payment due by the Customer to Absolute Aircraft Parts.
- 3.16. Absolute Aircraft Parts may allocate any payment made by the Customer as Absolute Aircraft Parts may decide.
- 3.17. If the Customer fails to make payment of any amount due to Absolute Aircraft Parts timeously or in full, then:
  - 3.17.1. those amounts which are outstanding in Rands will bear interest at the rate of 2% above the prime lending rate quoted by Nedbank Limited, calculated daily and compounded monthly from the date upon which such amount becomes payable to date of payment in full or in the case of any other currency at 2% above the prevailing average LIBOR rate as quoted from the date upon which such amount becomes payable to date of payment in full;
  - 3.17.2. Absolute Aircraft Parts may suspend the provision of further Goods to the Customer;
  - 3.17.3. without limiting the generality of Absolute Aircraft Parts discretion in clause 6.2, Absolute Aircraft Parts may cancel, suspend or reduce the Customer's Credit Facility, if any; and
  - 3.17.4. all discounts and or rebates given by Absolute Aircraft Parts to the Customer relating to the invoices which form the subject matter of the outstanding amount will be forfeited.
- 3.18. Any account or certificate signed by a director of Absolute Aircraft Parts (whose authority it will not be necessary to prove) will be prima facia proof of any amount due and owing by the Customer to Absolute Aircraft Parts for the purposes of, but not limited to, provisional sentence, summary judgment or default judgment.
- 4. The Goods remain owned by Absolute Aviation Parts until paid for in full, inclusive of interest.**



## **5. Delivery and risk**

- 5.1. Delivery of the Goods by Absolute Aircraft Parts will take place:
- 5.1.1. at Absolute Aircraft Parts premises or the warehouse of Absolute Aircraft Parts nominated courier making the Goods available for collection by the Customer; or
  - 5.1.2. at an address nominated by the Customer, by Absolute Aircraft Parts or its nominated couriers delivering the Goods to this address;
- 5.2. When Delivery takes place at Absolute Aircraft Parts premises or the warehouse of Absolute Aircraft Parts nominated courier to the Customer's appointed agent, including but not limited to, its courier, it will be deemed to be Delivery to the Customer.
- 5.3. If the Customer nominates an address for Delivery, then:
- 5.3.1. the Customer will be liable for the cost of delivery and insurance of the Goods; and
  - 5.3.2. Absolute Aircraft Parts shall itself deliver the Goods to the Customer's nominated address or Absolute Aircraft Parts shall appoint a third party to deliver the Goods to the Customer's nominated address.
  - 5.3.3. the Customer shall ensure that Absolute Aircraft Parts receives the necessary import documentation from the importing country.
- 5.4. Absolute Aircraft Parts may elect to deliver the Goods comprising an order to the Customer in two or more separate deliveries and may issue separate invoices to the Customer for the Goods delivered.
- 5.5. Delivery times are estimates only and Absolute Aircraft Parts will not be liable for any loss caused or damages suffered by the Customer for reason of late delivery.
- 5.6. Risk in the Goods will pass to the Customer upon Delivery to the Customer.
- 5.7. If Delivery is to take place at Absolute Aircraft Parts premises or the warehouse of Absolute Aircraft Parts nominated courier, the Customer shall take Delivery within 7 calendar days of Absolute Aircraft Parts tendering Delivery. If the Customer fails to take Delivery timeously Absolute Aircraft Parts may, without derogating from its rights flowing from the Customer's breach of the Agreement, store the Goods on the Customer's behalf and charge the Customer its reasonable costs of storage.

## **6. Credit Facility**

- 6.1. The Customer and the Representative consent to Absolute Aircraft Parts utilising their Personal Information and disclosing their Personal Information to third parties for the purposes of:
- 6.1.1. assessing their credit profile;



6.1.2. enforcing any debt owing to Absolute Aircraft Parts by them.

6.2. Absolute Aircraft Parts may at any time withdraw, decrease or increase the Credit Limit.

6.3. The Customer and Representative warrant the accuracy of the information set out in the Credit Application.

6.4. The Customer and Representative shall notify Absolute Aircraft Parts in writing of any change in the details or circumstances stipulated in the Credit Application within 5 business days of such change occurring.

## **7. Limitation of liability and exclusion of warranties**

7.1. Absolute Aircraft Parts will not be liable for any innocent or negligent misrepresentations made by Absolute Aircraft Parts to the Customer.

7.2. Absolute Aircraft Parts does not warrant that the Goods are appropriate for the Customer's intended use.

7.3. Absolute Aircraft Parts will not be liable to the Customer for any impossibility of performance, whether initial or supervening and whether in whole or in part, caused by vis major, casus fortuitous or an act of God including, but not limited to, any strike action. In such event, Absolute Aircraft Parts will be excused from performing that which is rendered impossible.

7.4. Absolute Aircraft Parts will not be liable for any indirect, special, incidental or consequential damages suffered by the Customer from whatsoever cause arising.

7.5. Absolute Aircraft Parts will not be liable for any direct damages suffered by the Customer from whatsoever cause arising by reason of:

7.5.1. Absolute Aircraft Parts' negligence; or

7.5.2. The intentional acts of Absolute Aircraft Parts' employees or agents which do not benefit Absolute Aircraft Parts.

7.6. Absolute Aircraft Parts aggregate liability to the Customer may not exceed Absolute Aircraft Parts invoice value of the Goods which relate to the Customer's claim/s.

## **8. Warranty**

8.1. The manufacturer or supplier may on delivery of the Goods to the Customer furnish certain limited warranties or guarantees to the Customer in respect of the Goods, for a certain period and upon certain terms and conditions. The limited warranties and guarantees furnished by the manufacturer or supplier are altered from time to time. Absolute Aircraft



Parts does not represent or warrant the terms of the manufacturer's or supplier's warranties or guarantees or that the manufacturer or supplier will fulfil any warranty or guarantee. Absolute Aircraft Parts does not provide any warranties or guarantees to the Customer in respect of the Goods.

- 8.2. The Customer shall pursue any claims for defects in the Goods in terms of the manufacturer's or supplier's warranties or guarantees. The Customer indemnifies Absolute Aircraft Parts and holds it harmless for any loss caused by or arising from any defect in the Goods including, but not limited to, consequential losses.
- 8.3. Absolute Aircraft Parts shall use its reasonable endeavours to facilitate the Customer's claims in terms of the manufacturer's or supplier's warranties or guarantees.
- 8.4. If the Customer submits a claim in terms of the manufacturer's or supplier's warranty or guarantee and the manufacturer or approved supplier denies coverage, the Customer acknowledges that the Customer may, depending on the terms of the warranty or guarantee in question, be liable for the cost of repairs effected, transportation costs and other charges in respect of the Goods and the Customer shall make payment thereof on demand by Absolute Aircraft Parts.

## **9. Exchange sales / core return policy**

- 9.1. All Exchange Sales between the Customer and Absolute Aircraft Parts are governed by the terms and conditions of the manufacturer's or supplier's Exchange Sales Policies as read with the terms and conditions below. In the event of a conflict between the terms and conditions of the manufacturer's or supplier's Exchange Sales Policies and the terms and conditions below, the terms and conditions below take precedence.
- 9.2. If the sale of Goods from Absolute Aircraft Parts to the Customer is an Exchange Sale, then:
  - 9.2.1. Absolute Aircraft Parts shall invoice the Customer separately for the Return Component Charge and the Exchange Component;
  - 9.2.2. the Customer shall make payment for the Exchange Component in accordance with the terms of clause 3;
  - 9.2.3. the Customer shall make payment of the Return Component Charge within the period which Absolute Aircraft Parts advises the Customer;
  - 9.2.4. the Customer shall deliver the Return Component to Absolute Aircraft Parts within the period which Absolute Aircraft Parts advises the Customer and shall ensure that the Return Component is:
    - 9.2.4.1. contained in the original manufacturer's box;
    - 9.2.4.2. provided with all accessories, logbooks and other documentation relating to the Return Component;
    - 9.2.4.3. complete, fully assembled and repairable; and
    - 9.2.4.4. in conformity with the requirements of the Exchange Sales Policies.





- 9.3. Upon Absolute Aircraft Parts receiving the Return Component from the Customer, Absolute Aircraft Parts shall deliver the Return Component to the manufacturer or supplier for assessment in terms of the manufacturer's or supplier's Exchange Sales Policies.
- 9.4. Absolute Aircraft Parts shall credit the Customer the amount of the Return Component Charge upon receipt by Absolute Aircraft Parts of a credit from the manufacturer or supplier in terms of the Exchange Sales Policies.
- 9.5. If the manufacturer or supplier rejects the Return Component for any reason whatsoever, the Customer shall be liable to Absolute Aircraft Parts for payment upon demand of:
- 9.5.1. the manufacturer's or supplier's charge for assessing the Return Component;
  - 9.5.2. the cost of transportation of the Return Component;
  - 9.5.3. the manufacturer's or supplier's charge for any repairs affected on the Return Component;
  - 9.5.4. any other associated cost charged by the manufacturer or supplier in terms of the Exchange Sales Policies.
- 9.6. Risk and ownership in the Return Component will vest in the Customer until the manufacturer or supplier accepts the Return Component.
- 9.7. Absolute Aircraft Parts will not be held liable for breach of the Agreement if the cause of the breach arises from the conduct of the manufacturer or supplier.

#### **10. Returned Goods other than under warranty**

- 10.1. Absolute Aircraft Parts may accept the return of Goods by the Customer. For the sake of clarity, Absolute Aircraft Parts will not be obliged to accept the return of Goods from the Customer.
- 10.2. The Customer shall bear the cost of the transportation of the Goods which it wishes to return to Absolute Aircraft Parts premises or any address nominated by Absolute Aircraft Parts in order to enable Absolute Aircraft Parts or its appointed agent to assess the Goods.
- 10.3. The Customer shall deliver the Goods to Absolute Aircraft Parts or any address nominated by Absolute Aircraft Parts:
- 10.3.1. undamaged and unused;
  - 10.3.2. in its original packaging; and
  - 10.3.3. along with all original documentation delivered with the Goods in question, including but not limited to all certificates, warranties, guaranties and manuals.
- 10.4. If Absolute Aircraft Parts accepts the return of Goods from the Customer, Absolute Aircraft Parts shall grant the Customer a credit of the unit price of the Goods less:



- 10.4.1. Absolute Aircraft Parts handling fee of up to 20% of the unit price of the Goods as determined by Absolute Aircraft Parts; and
  - 10.4.2. A minimum handling fee will be determined by the handling fee imposed on Absolute Aircraft Parts by the manufacturer or supplier of the returned goods; and
  - 10.4.3. the cost of transportation of the Goods to the manufacturer or supplier in the case of Import Goods.
- 10.5. Absolute Aircraft Parts shall grant the credit to the Customer within 14 calendar days of:
- 10.5.1. Absolute Aircraft Parts restocking the Goods, in the case of returned Stocked Goods; or
  - 10.5.2. Absolute Aircraft Parts receiving a credit from the manufacturer or supplier, in the case of returned Import Goods.

## **11. Breach**

- 11.1. If the Customer commits a Breach Event, Absolute Aircraft Parts may, without prejudice to any rights that it has in terms of the Agreement or otherwise in law and without further notice to the Customer:
- 11.1.1. claim specific performance and claim damages; or
  - 11.1.2. cancel the Agreement, vindicate those Goods which have not been paid for in full and claim damages.
- 11.2. In the event of Absolute Aircraft Parts cancelling the Agreement, Absolute Aircraft Parts may retain any deposit paid by the Customer as a pre-estimate of damages suffered by Absolute Aircraft Parts.
- 11.3. If Absolute Aircraft Parts breaches the Agreement and fails to remedy such breach within 30 business days of receipt by it of written notice from the Customer requiring it to do so, the Customer may, without prejudice to any rights that it may have in terms of the Agreement or otherwise in law:
- 11.3.1. cancel the agreement and claim damages, subject to clauses 7.4 and 7.6; or
  - 11.3.2. claim specific performance and claim damages, subject to clauses 7.4 and 7.6.
- 11.4. Notwithstanding anything else contained in the Agreement, Absolute Aircraft Parts will not be deemed to be in breach of the Agreement if the cause of non-fulfilment of any of Absolute Aircraft Parts obligations arises as a result of the conduct of the manufacturer or supplier.



## 12. PERSONAL LIABILITY & SURETYSHIP

- 12.1. The Representative hereby binds him/herself as surety and co-principal debtor with the Customer for the due and punctual payment of all amounts payable to Absolute Aircraft Parts.
- 12.2. The Representative hereby renounces the benefits of exclusion, division and cession of action and the benefits of all other exceptions that might or could be pleaded by him/her (the meaning and effect of which he/she hereby declares that he/she fully appreciates and understands).

## 13. General

- 13.1. The Customer and the Representative hereby:
- 13.1.1. consent to Absolute Aircraft Parts accessing their credit bureau records;
  - 13.1.2. consent to Absolute Aircraft Parts providing details to any credit bureau of the Agreement and their performance in meeting their payment obligations to Absolute Aircraft Parts;
  - 13.1.3. consent and submit to the jurisdiction of:
    - 13.1.3.1. the Magistrates' Court in respect of any proceedings that Absolute Aircraft Parts may institute against them notwithstanding that the amount claimed exceeds the jurisdiction of such Court;
    - 13.1.3.2. the Gauteng Local Division, Johannesburg High Court (or its successor in title) in respect of any proceedings that Absolute Aircraft Parts may institute against them. This notwithstanding, Absolute Aircraft Parts may bring such proceedings in any court of competent jurisdiction;
  - 13.1.4. designate the physical address and postal address on the Credit Application (under A7 and A8 respectively) as their respective *domicilium citandi et executandi* ("domicilium address") for the service and delivery of all notices, orders, acceptances, demands and other written communications from Absolute Aircraft Parts. The Customer and Representative may from time to time change their domicilium address on written notice to Absolute Aircraft Parts. Any communication that the Customer or the Representative actually receive from Absolute Aircraft Parts will be regarded as properly delivered notwithstanding that it was not sent to the domicilium;
  - 13.1.5. accept liability for all legal costs and expenses incurred by Absolute Aircraft Parts in enforcing any rights in terms of or arising from the Agreement on the scale as between attorney and own client together with disbursements, tracing charges and collection commission;
  - 13.1.6. waive the right to require Absolute Aircraft Parts to furnish security for costs in any legal proceedings.



- 13.2. Absolute Aircraft Parts may elect to have any Dispute between it, the Customer and the Representative referred to arbitration in terms of the rules of the Arbitration Foundation of Southern Africa (“AFSA”). Absolute Aircraft Parts however will not be obliged to refer a Dispute to arbitration.
- 13.3. The Customer shall not cede its rights or assign its obligations in terms of the Agreement. Absolute Aircraft Parts may cede its rights or assign its obligations in terms of the Agreement without the consent of or prior notice to the Customer.
- 13.4. This agreement contains the entire agreement between the Parties in regard to the subject matter hereof. No variation or consensual cancellation of the Agreement will be of any force or effect unless it is in writing and signed by the Parties.
- 13.5. No Party relies upon any warranties, representations, disclosures or expressions of opinion in entering into the Agreement that have not been expressly recorded as such in the Agreement.
- 13.6. Absolute Aircraft Parts will not be regarded as having waived, or be precluded in any way from exercising, any right arising out of, or in connection with the Agreement by reason of it having at any time:
- 13.6.1. granted any extension of time for, or having shown any other indulgence to the Customer in respect of any payment or performance in terms of the Agreement;
  - 13.6.2. accepted payment or performance in terms of the Agreement at a time when it would otherwise have been legally entitled not to accept such payment or performance; or
  - 13.6.3. delayed in the enforcement of such right.
- 13.7. All provisions of these Standard Terms and Conditions are, despite the order in which they have been placed or the manner in which they have been grammatically linked, severable from each other.
- 13.8. Any provision of the Standard Terms and Conditions that is, or becomes unenforceable in any jurisdiction, whether by reason of voidness, invalidity, illegality, unlawfulness or any other reason whatsoever will, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of the Standard Terms and Conditions will continue to be of full force and effect. The Parties declare that they would have executed the Standard Terms and Conditions without such unenforceable provision/s if they were aware of such unenforceability at the time of the execution of the Standard Terms and Conditions.



- 13.9. The terms and conditions in the Standard Terms and Conditions are the only terms and conditions on which Absolute Aircraft Parts is prepared to do business with the Customer. No amendments, deletions or insertions made by the Customer to the Standard Terms and Conditions (including this clause) will be of any force or effect unless countersigned by Absolute Aircraft Parts, and the Customer will be deemed to have accepted the Standard Terms and Conditions without any such amendments, deletions or insertions should the Customer continue to deal with Absolute Aircraft Parts.
- 13.10. Absolute Aircraft Parts may amend these Standard Terms and Conditions at any time. If Absolute Aircraft Parts amends these Standard Terms and Conditions, the amended Standard Terms and Conditions will apply to all future dealings between the Parties from the date of amendment.
- 13.11. South African law governs the Agreement.

- END -