

SUPPLY ON ORDER TERMS

Edition June 2020

The present terms and conditions (these “**Terms**”) govern the purchase by the “**Customer**” of goods, normally consisting of spare parts, from the relevant Spare Parts 3D entity (“**SP3D**”). These terms are incorporated by reference in the document issued by SP3D for the supply, such as a quote or a purchase order (the “**Order Document**”). The Order Document and these Terms, once approved by the Customer, form an agreement between SP3D and the Customer (this “**Agreement**”). In the case of any conflicts or inconsistencies, these Terms shall prevail over the Order Document. SP3D will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter the Agreement) including for example, any term, condition or other provision (a) submitted by, or on behalf of, the Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any request for bid, request for proposal, request for information, or other questionnaire, or (c) related to any invoicing process that the Customer submits or requires SP3D to complete.

1. Scope of Supply

1.1 The supply of parts (“**Goods**”) by SP3D are defined and detailed in the Order Document which must include at least the following information: part reference; price per part; quantity of parts; shipping address and billing address.

2. Order process

2.1 All orders for Goods must be made in writing by letter, e-mail or on-line on the SP3D website.

2.2 Any other order is deemed accepted only upon SP3D’s sending of an order confirmation to the Customer. Where the Customer has requested a quote, any price quoted by SP3D is valid for 30 days.

3. Delivery

3.1 Unless stated otherwise in the Order Document:

- (a) the order price is DAP (Incoterm 2020 Edition) to the Customer’s designated facility. Shipping costs are included in the order price;
- (b) SP3D will select the method of shipment but will only insure the Goods until the point of delivery.
- (c) the order price includes SP3D’s standard transport packaging material. The Customer must advise SP3D of any additional packaging requirements and will be responsible for any related additional costs.
- (d) the order price does not include customs duties and charges, taxes, expenses of any kind incurred outside of the country of manufacture and related to the supply unless such expenses are borne by SP3D in accordance with these Terms.

3.2 Delivery times may be indicated in an Order Document. SP3D will make reasonable efforts to arrange for delivery on time but will not be responsible for delays caused by circumstances beyond its reasonable control, including delays caused by a freighter or by force majeure.

4. Transfer of title and risks

4.1 The title and risks to the Goods sold pass on to the Customer when delivery occurs under the relevant Incoterm (as stated in the Order Document and by default DAP (Incoterm 2020 Edition) to the Customer’s designated facility).

5. Price, payment and taxes

5.1 Unless otherwise agreed in writing by the Parties, the Customer must pay the purchase price for the Goods set out in the Order Document by wire transfer in full upon order or order acceptance, as applicable, without setoff or counterclaim, and without any deduction or withholding, and in the agreed currency.

5.1.1. Customer agrees to ensure payment to be complete within 15 days upon delivery.

5.2 Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under these Terms and any Order Document. Unless specified otherwise, prices quoted by SP3D are exclusive of GST, VAT or similar indirect taxes.

6. Specifications

6.1 The Customer and SP3D will agree the specifications for the Goods ordered (the “**Specifications**”) in accordance with the Order Document. Where the Customer is responsible for providing the Specifications, or information necessary to produce the Specifications, the Customer must ensure that it is entitled to share such Specifications or information with SP3D and that such Specifications or information do not breach any third party rights.

7. Exclusive limited warranty/limitations of Customer’s rights and remedies

7.1 SP3D warrants that Goods ordered from it and sold pursuant to these Terms conform the Specifications (the “**Warranty**”).

- 7.2 SP3D makes no warranty as to Goods ordered for emergency needs (“**emergency parts**”). Emergency part orders are specifically identified as such on the Order Document:
- 7.3 The Warranty does not apply to damages caused by natural wear, improper storage or maintenance, failure to comply with the instructions for use and/or safety regulations, excessive loads, improper means of operation, chemical or electrolytic agents, alterations of modifications by the Customer and damage deriving from other causes not attributable to SP3D;
- 7.4 The Warranty is given in lieu of and expressly supersedes and excludes, and to the extent it is legally permitted to do so, SP3D expressly disclaims all other warranties related to Goods sold by SP3D, including, but not limited to, statutory warranties, and other warranties, representations and affirmations (express or implied, oral or written), including, but not limited to, warranties of usefulness, merchantability, of fitness for a particular purpose, and of non-infringement.
- 7.5 SP3D’s liability under these Terms may not exceed the price of the relevant Good(s) having given rise to the liability.

8. Defect claim and remediation

- 8.1 Upon discovery of an alleged non-conformance with the Specifications, the Customer shall, promptly upon such discovery, notify SP3D in writing of the full details of the alleged non-conformance and comply with any reasonable request for information by SP3D.
- 8.2 Claim Period. The Customer may not make any claim under the Warranty after the passing of 3 working days from the time of delivery, or if the Customer fails to take delivery on time, from the time where the Goods are available for delivery-taking. Any alleged non-conformance not notified in due time as prescribed herein is not covered under the Warranty.
- 8.3 Upon confirmation by SP3D of the existence of a non-conformance covered under this Warranty, the sole obligation of SP3D under this Warranty shall be, at SP3D’s election, to either:
- (a) repair the Good to a condition conforming with Specifications; or
 - (b) replace the Good.
- 8.4 The remedies described in this Section 8 are the Customer’s sole remedy under the Warranty.
- 8.5 SP3D is responsible for the costs of repair or replace the Goods in the case of a claim covered by the Warranty, including shipping costs. However, SP3D is not responsible for any costs incurred by the Customer related to removing Goods from the equipment of which they form part for Warranty repairs, or for reassembling Goods (or equipment of which they form part) following Warranty repair or replacement.

9. Intellectual Property rights

- 9.1 Save as strictly required for SP3D to perform the supply of the Goods, SP3D does not obtain any rights under these Terms from the Customer to the Specifications provided by the Customer nor to any intellectual property owned or used by the Customer at the time of the relevant Order Document.
- 9.2 The Customer does not obtain any rights under these Terms from SP3D to the Specifications provided or developed by SP3D nor to any intellectual property owned or used by SP3D to perform the supply.

10. Miscellaneous

- 10.1 Subcontracting. SP3D may elect, under its sole responsibility, to subcontract all or part of the supply.
- 10.2 Force Majeure. No party will be liable for any delay or failure to perform any obligation under these Terms or any Order Document (except for payment obligations) where the delay or failure results from any cause beyond the affected party’s reasonable control, including acts of God or other elements of nature, labor disputes or other industrial disturbances, electrical or power outages or utilities, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Any such force majeure event affecting a supplier or subcontractor of SP3D will qualify as a force majeure event affecting SP3D.
- 10.3 Governing Law. The laws of the jurisdiction where the relevant SP3D contracting entity is incorporated, without reference to conflict of law rules, govern these Terms and the Order Document. The United Nations Convention for the International Sale of Goods does not apply to these Terms and the Order Document.
- 10.4 Disputes. Any dispute or claim under these Terms and any Order Document will be adjudicated in the courts of the jurisdiction where the relevant SP3D contracting entity is incorporated.
- 10.5 Trade Compliance. In connection with these Terms and any Order Document, each party will comply, and will procure that its directors, employees, agents or representative comply, with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations
- 10.6 Confidentiality. Each party must keep the terms of these Terms and any Order Document confidential.