

Werksbescheinigung

Certificate of Conformity with the order



Gem./Acc. DIN EN 10204

Druckdatum/Printdate: 24.06.2021

Empfänger:
Consignee:

A J Walter Aviation Ltd
The Headquarters
Maydwell Avenue
West Sussex RH13 0AS

Bestell-Nr:
Order-No.:

CPE131664

Vom:
Dated:

23.06.2021

Auftrags-/Lieferschein-Nr:
Reference-No:

1922236 / 82270166

Vom:
Dated:

30.06.2021

Produkt Nr.:
Product no.:

90231.0000.0.275

Produkt-Bezeichnung:
Product name:

ALEXIT-Activated Thinner 902-31
Temp. Range 15-30°C / 60-85°F

Menge:
Quantity:

5 bottle(s) x 1.000 L

Chargen Nr. (Batch)	Menge (Quantity)	ME (Unit)	Hergestellt (Manufactured)	Mindesthaltbarkeit (Use by end of)
0280	5	bottle(s)	12.2020	06.2022

**Lieferbedingungen und / oder
technische Vorschriften:**

CIP

Terms of Delivery and / or
technical specification:

AMS 3095 /BAMS 565-018 /AIMS 04-04-025 /AIMS 04-04-033
/AIMS 04-04-037

Wir bestätigen hiermit, dass diese Materialgruppe gemäß der
anwendbaren Spezifikationen hergestellt und überprüft worden ist.
We hereby certify, that this material group has been manufactured
and tested in accordance with applicable specifications.

Leicester , 24.06.2021

J.Britton
Quality Dept.



Mankiewicz UK LLP, Unit 26, Ashville Way,
Whetstone, Leicester LE8 6NU, United Kingdom

A J Walter Aviation Ltd
The Headquarters
Maydwell Avenue
Slinfold
WEST SUSSEX
RH13 OAS
UNITED KINGDOM

Date: 24.06.2021
Your PO: CPE131664 from 23.06.2021
Our order no.: 1922236 from 23.06.2021
Customer no.: 9068295
Order processing: Phone:
Donna Marie Green Fax:

Techn. sales dept.: Phone:
Andrew Simon Richardson Fax:

Our supplier no.:
Our VAT Reg no.: GB124878980
Your VAT Reg no.: GB717870119
Page: 1 of 1

Delivery 82270166
from 24.06.2021

Pos.	Product no. Product name	Quantities	Total quantities
10	90231.0000.0.275 ALEXIT-Activated Thinner 902-31 Temp. Range 15-30°C / 60-85°F Batch no.: 0280 manufactured: 12.2020 / Use by end of: 06.2022 Country of origin Germany	5.00 bottle(s) x 1.000 L	5.000 L
20	49211.116G.3.308 ALEXIT-Primer 492-11 116G elfenbein / ivory 1014 MR 2:1 Polyurethane Primer Batch no.: 0281 manufactured: 01.2021 / Use by end of: 07.2022 Country of origin Germany	2.00 bucket(s) x 10.000 L	20.000 L
30	41122.920K.0.428 ALEXIT-H/S BaseCoat 411-22 920K Black BAC 701 MR 3:1 Batch no.: 0164 manufactured: 01.2021 / Use by end of: 01.2023 Country of origin Germany	1.00 bucket(s) x 3.000 L	3.000 L

Customer:

A J Walter Aviation Ltd
The Headquarters
Maydwell Avenue
Slinfold
West Sussex RH13 OAS
United Kingdom

Delivery condition: CIP West Sussex

Your order is subject to our terms of payment and delivery.



Terms and Conditions of Sale

1. Definitions

In these Terms and Conditions of Sale any reference to "we", "us" or "our" shall be deemed to be a reference to Mankiewicz UK LLP whose principal place of business in the United Kingdom is at the address as stated on the quotation, invoice, confirmation of order or other document to which these Terms and Conditions of Sale are attached. Any reference to "you", "your" shall mean you the person, firm or company who is purchasing goods from us or to whom we are supplying services of whatever description.

2. Validity of these Conditions

Any goods supplied by us to you at any time after we have sent a copy of these Terms and Conditions of Sale to you shall be subject to these Terms and Conditions of Sale to the exclusion of all other terms and conditions, including any terms or conditions which you may purport to apply under any purchase order, confirmation of order or any other similar document.

Acceptance of delivery of any goods shall be deemed conclusive evidence of your acceptance of these Terms and Conditions of Sale. Any variation to these Terms and Conditions of Sale (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by us.

3. Placing of Orders

Any order placed by you with us shall be deemed an offer on your part to enter into a contract with us to purchase such goods as specified in such order subject to these Terms and Conditions of Sale. Such offer to enter into a contract with us shall not be deemed to have been accepted by us unless and until confirmed by us in writing to you. Once we have confirmed your order in writing you shall be deemed to have entered into a binding contract with us to purchase the goods specified in your order and thereafter you shall not be entitled to cancel your order. In the event that you purport to cancel your order after it has been confirmed in writing by us we shall be entitled to treat such purported cancellation as a breach of contract and you shall be obliged to compensate us in accordance with the normal rules of English Law.

4. Prices

All prices quoted shall be exclusive of value added tax which shall be charged at the appropriate rate. All prices are furthermore exclusive of the cost of delivery. Where a fixed price for the goods ordered has not been quoted prior to order being placed (or where a price quoted has expired) the price charged will be that price applicable at the date of delivery as stated in our latest price list (whether or not a copy of such price list has been sent to you). In the event that a fixed price has been quoted such price will remain valid for a period 30 days only. Prices mentioned on our price list shall be subject to a surcharge in the following cases:

- Where you only require the supply or delivery of small amounts of goods that are specific to your requirements.
- Where you require or where it is necessary to package the goods in packaging other than standard industrial packaging.

5. Conditions of Payment

Subject to paragraph 6 below invoices shall be due and payable within 30 days of the date of the invoice. You shall be responsible for any bank or other charges incurred by either us or by you due to the method of payment adopted by you. Payment shall be made in the currency stated on the invoice. You shall not be entitled to make any set-off or withhold any money from any invoice that is outstanding save where the amount to be set-off or withheld has been agreed by us.

6. Default of Payment

In the event that you shall default in paying any invoice within the appropriate period for payment all outstanding invoices shall immediately become due for payment. In the event of any default in payment we shall be entitled to charge interest on all outstanding invoices at the rate of 5% per annum above the base lending rate from time to time of HSBC Bank which interest shall accrue on a daily basis. The right to charge interest shall be without prejudice to any other rights or remedies that we may have in relation to non-payment of such invoices. In the event that you shall default in paying any invoice or in the event that we become aware of circumstances which in our opinion brings into question your credit worthiness then we shall be entitled at our discretion to withdraw any credit facilities afforded to you (including those mentioned above) and shall be entitled to insist on full payment prior to the delivery of any goods or the rendering of any services (whether or not orders for such goods or services have been accepted by us).

7. Terms of Delivery and Acceptance

At the time of acknowledging any order for goods we will usually give an estimated date for delivery of such goods. However if an estimated date is not given in the acknowledgement then it shall be implied that the estimated date for delivery shall be 20 working days after the date of such acknowledgement and any reference in this clause to an estimated delivery date shall be deemed to include an estimated delivery date as so implied. Any estimated date for delivery of the goods is given in good faith but save as is provided in this clause we shall not be liable for any delay in delivery of any goods and time shall not be of the essence in respect of the same. In the event that we shall be unable or unwilling to deliver any goods within a period of 28 days commencing on the estimated delivery date, you shall be entitled to cancel your order with us and we shall be obliged to reimburse any sums already paid by you to us in relation to such order.

In the event that we deliver any goods to you where the amount delivered is either less than or in excess of the amount ordered by you but such shortfall or excess does not exceed 5% of the quantity that you ordered, such shortfall or excess shall not affect the contract between us save that the purchase price shall be reduced or increased by a corresponding amount and in the case of a shortfall in the amount delivered we shall be released from any obligations to deliver the remainder to you. We shall be entitled to make partial delivery of any goods ordered.

You shall make all arrangements to accept delivery of any goods whenever they are tendered for delivery provided that the goods shall only be tendered for delivery on a normal working day (excluding Saturdays) between the hours of 8.30 a.m and 5.30 p.m. If delivery is made in a container or in any packaging which is on loan to you then you shall be responsible for returning the container or packaging to us at your own expense and in its original condition within 90 days of receipt.

You shall inspect the goods immediately upon receipt to ensure that they correspond with the quantity and type of goods ordered. Any discrepancy between goods ordered and those delivered shall be notified to us within two working days of the day upon which the goods were delivered to you, or prior to use of such goods (whichever shall be the earlier) after which time you shall no longer be entitled to reject the same or claim any compensation.

8. Passing of Risk

Unless stated otherwise all goods are supplied on an ex-works basis from our premises as referred to in Clause 1 above. The risk for any loss of or any damage incurred to any goods shall pass to you upon collection of the goods from our premises by you or by any carrier

acting or who is deemed to be acting on your behalf. In the event that we arrange for transportation of the goods to you this shall be done purely on the basis of us acting as your agent albeit that in such circumstances we shall be entitled to determine the manner and route of transportation unless specifically stipulated by you. We shall be under no obligation to arrange for the goods to be insured during transit unless we have specifically agreed in writing to do so.

9. Reservation of Title

Notwithstanding that the goods have been delivered to you title to the goods shall remain with us pending full payment of any invoice relating to such goods. Until full payment is received you shall not be entitled to pledge, charge or otherwise create or allow any security to exist over such goods. In the event that our goods are incorporated into any other product then we shall become co-owners of the product in question in the same proportion that the amount of our outstanding invoice bears to the value of the finished product. In the event that any goods supplied by us to you are resold prior to full payment of our invoice being made or in the event that any product into which our goods have been incorporated are sold prior to payment of our invoice, then the sale proceeds received (or where our goods have been incorporated into another product the appropriate proportion of such sale proceeds) shall be held on a separate account on trust for our benefit absolutely. Until such time as our title to any goods shall transfer to you we shall be entitled to recover such goods from you and in this respect you hereby authorise us and any agents acting on our behalf to enter any premises owned or controlled by you in order to collect the same. Until title to any goods has passed to you, you shall be obliged to store the goods separate from any other goods or products held by you and shall ensure that at all times such goods are clearly marked as belonging to us.

10. Warranty

Subject to the terms set out in this clause or as may be contained otherwise in these Terms and Conditions of Sale we hereby warrant that all goods supplied by us to you will be of satisfactory quality and fit for the purpose to which such goods are normally used but not further or otherwise.

You shall within seven days of the date of delivery of any particular goods or prior to use of such goods (whichever shall be the earlier) verify that such goods are of satisfactory quality and/or fit for purpose. In the event that you do not consider that such goods are of satisfactory quality or fit for purpose then you shall notify us in writing within seven days of receipt of such goods. We shall have no liability whatsoever for any goods that are not of satisfactory quality and/or fit for purpose in the event that we are not so notified within the said period of seven days. In the event that you notify us that any goods are not of satisfactory quality and/or are not fit for purpose within such period then our liability shall be limited, at our discretion either to replacing such goods within a reasonable period of time or alternatively reimbursing you the purchase price for such goods.

We shall have no liability where any goods supplied by us are mixed or incorporated with any other products in contradiction to our any technical information or advice we may have given or supplied.

11. Pre-Contractual Consultation and Advice

In the event that prior to accepting any order from you we are involved in any consultations with you regarding the suitability of any of our goods for any particular use or application you accept that any advice or recommendations given by us has been given in good faith but that we shall not be liable for any losses incurred by you in the event that such advice or recommendations prove to be incorrect.

In the event that you wish us to conduct any tests relating to any particular application of our goods then again we will do so in good faith and will forward the results of such tests to you but we shall not be liable for any losses incurred by you in the event that such test results prove to be incorrect. You acknowledge in any event that such tests are carried out in laboratory type conditions and may not indicate the suitability of the goods for use in other conditions.

You accept that it is your obligation to ensure that any goods supplied by us are suitable for the particular intended application or use.

We reserve the right to charge for the supply of samples and/or for carrying out tests or supplying advice or recommendations to you.

12. Limitation of Liability

Save as is expressly set out in these Terms and Conditions of Sale all warranties, conditions or terms relating to fitness for purpose, merchantability, satisfactory quality or condition of any goods supplied by us, or relating to the quality of any services provided, whether such warranties, conditions or terms are implied by statute or common law or otherwise, shall be and are hereby excluded.

Furthermore and without prejudice to the above we shall not be liable for any indirect or consequential losses suffered by you including but not limited to any loss of profit or loss or income howsoever the same may arise.

In any event our liability shall at all times not exceed the value of the goods supplied.

We shall not be liable to the extent that goods supplied by us are used in an inappropriate manner.

Nothing in these Terms and Conditions shall be taken to exclude or purport to exclude or restrict our liabilities for death or personal injury resulting from our negligence.

13. Intellectual Property

All rights (including rights that are patentable, know how, copyright, design rights or other intellectual property rights) in our goods and in any specification, formulae and/or design of any of our goods shall be and shall at all time remain our sole and absolute property.

14. Clauses Severable

In the event that any clause or term of these Terms and Conditions of Sale shall be held by any competent Court to be unenforceable then:

- the remaining provisions hereof shall nevertheless remain in full force and effect; and
- we shall be entitled to amend such clause or term in such manner as may be necessary in order to make it valid and effective provided always that we shall not be entitled to amend such clause or term so as to impose obligations upon you which are more onerous than as originally set out in these Terms and Conditions of Sale.

15. Force Majeur

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of any agreement impossible.

16. Applicable Law

These Terms and Conditions of Sale and any contract between you and us shall in all respects be governed by English Law.

Dated this 1st June 2002