

1. DEFINITIONS:

"THE/THIS AGREEMENT"

Means a Quote accepted by the Customer, an Order accepted by L'Aviatore or both as governed by the Standard Terms and Conditions.

"L'AVIATORE", "OUR", "US", OR "WE"

Means, as indicated by the context, any of the following companies:

Company name:	Reg. No:	Website(s):
L'Aviatore Parts (Pty) Ltd	2020/555642/07	www.laviatoreparts.co.za
L'Aviatore (Pty) Ltd	2012/034668/07	www.laviatore.co.za

and any of their holding companies, subsidiaries, as well as subsidiaries of their holding companies from time to time, as the case may be.

"L'AVIATORE EMPLOYEES"

Means any of L'Aviatore's directors, employees, agents, contractors and/or consultants, as the case may be.

"ACCEPTANCE/ACCEPTING/ACCEPTED"

Means to be in agreement with the content of a document and or quotation provided by signing and submitting the signed document and or quotation back to its sender.

"BREACH"

A breach by the Customer of any term of the Standard Terms and Conditions.

"CUSTOMER"

Means the Party who accepts a Quote from L'Aviatore or who places an Order with L'Aviatore.

"DELIVERY"

Means delivery of the Parts and/or Spares.

"A DISPUTE"

Means a dispute between the Parties arising from or in connection with the Standard Terms and Conditions.

"EXCHANGE COMPONENT"

Means any Parts and/or Spares sold by L'Aviatore to the Customer in terms of an Exchange.

"EXCHANGE"

Means a sale by L'Aviatore to the Customer of an Exchange Component in circumstances where the Customer is obliged to return to L'Aviatore a Return Component.

"EXCHANGE SALES POLICIES"

Means the exchange sales policies of the manufacturers or suppliers of the Parts and/or Spares and includes, but is not limited to, their core return policies.

"ORDER"

Means an order for Parts and/or Spares placed by the Customer to L'Aviatore.

"PARTS AND/OR SPARES"

Means the Parts and/or Spares stipulated in the Quotation issued by L'Aviatore and accepted by the Customer, an Order placed by the Customer and accepted by L'Aviatore or both.

"THE PARTIES"

Means collectively the Customer and L'Aviatore and "Party" means either one of them;

"PERSONAL INFORMATION"

Means information provided by the Customer, the Representative or both to L'Aviatore.

"IMPORT PARTS AND/OR SPARES"

Means Parts and/or Spares which L'Aviatore does not have in stock and which must be sourced from the Supplier.

"QUOTE"

Means a quotation issued by L'Aviatore on request of the Customer stipulating L'Aviatore charges for the Parts and/or Spares requested by the Customer.

"REPRESENTATIVE"

Means the person who signs the Quotation, Document and/or Agreement in a representative capacity on behalf of the Customer;

"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.

"RETURN COMPONENT CHARGE"

Means a charge by L'Aviatore to the Customer which reflects the core value of the Return Component.

"STANDARD TERMS AND CONDITIONS"

Means these standard terms and conditions.

"STOCKED PARTS AND/OR SPARES"

Means Parts and/or Spares which L'Aviatore has in stock.

2. GENERAL

These Standard Terms and Conditions govern all sales of Parts and/or Spares from L'Aviatore to the Customer and all matters arising from or incidental thereto.

3. ORDERS AND PAYMENT

- 3.1 Sale of Parts and/or Spares will be concluded upon the Customer accepting a Quote from L'Aviatore for the Parts and/or Spares; or L'Aviatore accepting an Order placed on L'Aviatore's website by the Customer for the Parts and/or Spares.
- 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 Parts and/or Spares will be indicated to the Customer on every quotation including stock availability and shipping or courier costs.
- 3.4 A quotation will be valid for a period of 14 calendar days from the date of L'Aviatore sending the Quote to the Customer.
- 3.5 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 Parts and/or Spares.
- 3.6 In the event of such a fluctuation occurring between the date of conclusion of a sale of the Parts and/or Spares and Delivery of the Parts and/or Spares, L'Aviatore may adjust the price for the Parts and/or Spares in accordance with the fluctuation and the Customer will be responsible for the revised price.
- 3.7 In the case of Import Parts and/or Spares, L'Aviatore will not be liable for breach of the Agreement if any license or authority for the exportation or importation of the Import Parts and/or Spares is not provided by the authorities concerned.
- 3.8 The Customer shall make full payment to L'Aviatore prior to an order being placed. The full amount, reference number and banking details of L'Aviatore will be reflected on every invoice. No order shall be submitted or dispatched without receipt of full payment.
- 3.9 The Customer shall make all payments to L'Aviatore by electronic funds transfer.
- 3.10 To escalate a dispatch, proof of payment must be sent to accounts@laviatoreparts.co.za, with the Customers name and contact number.

4. VALUE ADDED TAX

Value added tax ("VAT") as stipulated by the South African Revenue Service ("SARS") is applicable on all Parts and/or Spares as sold within the borders of South Africa.

5. DELIVERY

- 5.1 Delivery of the ordered Parts and/or Spares will take place from L'Aviatore's or contracted premises by the use of a contracted courier company to the address nominated by the Customer.
- 5.2 Insurance is not included in the delivery and for the account and responsibility of the Customer.
- 5.3 L'Aviatore may elect to deliver the Parts and/or Spares to the Customer in two or more separate deliveries and may issue separate invoices to the Customer for the Parts and/or Spares delivered.

5.4 Delivery times are estimates only and L'Aviatore will not be liable for any loss caused or damages suffered by the Customer for reason of late delivery.

5.5 Risk will pass from L'Aviatore to the Customer upon dispatch of the Parts and/or Spares to the Customer.

6. CORE RETURN

6.1 Upon L'Aviatore receiving a Return Component from a Customer, L'Aviatore shall deliver the Return Component to the manufacturer and/or supplier for assessment in terms of the manufacturer's or supplier's exchange policies.

6.2 L'Aviatore shall credit the Customer the amount of the Return Component Charge upon receipt from the manufacturer or the supplier.

6.3 If the manufacturer and/or supplier rejects the Return Component for any reason whatsoever, the Customer shall be responsible for the following:

6.3.1 The manufacturer's or supplier's charge for assessing the return component;

6.3.2 The cost of transportation of the return component;

6.3.3 The manufacturer's or supplier's charge for any repairs affected;

6.3.4 Any other associated cost charged by the manufacturer and/or supplier.

6.4 Risk and ownership will vest with the Customer until the manufacturer and/or supplier accepts the Return Component.

6.5 L'Aviatore will not be held liable for breach of the Standard Terms and Conditions if the cause of the breach arises from the conduct of the manufacturer and/or supplier.

7. RETURNS

7.1 L'Aviatore will not be obliged to accept the return of any Parts and/or Spares sold to the Customer.

7.2 Should L'Aviatore accept the return of any Parts and/or Spares by the Customer, the Customer will be responsible for the cost of the transportation of the returned Parts and/or Spares.

7.3 The Customer shall deliver the Parts and/or Spares to a address nominated by L'Aviatore in the following condition:

7.3.1 Undamaged and unused;

7.3.2 In its original packaging; and

7.3.3 Along with all original documentation delivered with the parts and/or spares in question, including but not limited to all certificates, warranties, guaranties and manuals.

7.4 If L'Aviatore accepts the return of any Parts and/or Spares from the Customer, L'Aviatore shall credit the Customer's account for the returned Parts and/or Spares less:

7.4.1 A handling fee that will be determined by the handling fee imposed on L'Aviatore by the manufacturer and/or supplier of the returned Parts and/or Spares; and

7.4.2 The cost of transportation of the Parts and/or Spares to the manufacturer and/or supplier.

8. BREACH OF AGREEMENT

8.1 If the Customer commits a Breach of these Standard Terms and Conditions, L'Aviatore may, without prejudice and without further notice to the Customer claim a specific performance and damages; or cancel the Agreement for the Parts and/or Spares which have not been paid for in full and claim damages.

- 8.2 In the event of L'Aviatore cancelling the Agreement, L'Aviatore may retain a deposit paid by the Customer as a pre-estimate of damages suffered.
- 8.3 If L'Aviatore 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 Standard Terms and Conditions or otherwise in law cancel the agreement and claim damages.
- 8.4 Notwithstanding anything else contained in the Agreement, L'Aviatore will not be deemed to be in breach of the Agreement if the cause of non-fulfilment of any of L'Aviatore's obligations arises as a result of the conduct of the manufacturer and/or supplier.

9. GENERAL

- 9.1 This agreement contains the entire agreement between the Parties regarding 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 both L'Aviatore and the Customer.
- 9.2 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.
- 9.3 L'Aviatore may amend these Standard Terms and Conditions from time to time without notification to the Customer. It is the responsibility of the Customer to ensure that they are up to date with the Standard Terms and Conditions.
- 9.4 Should L'Aviatore amend the Standard Terms and Conditions, the amended Standard Terms and Conditions will apply to all future dealings between the Parties from the date of amendment.

10. CHOICE OF LAW, JURISDICTION & COSTS

This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to these Standard Terms and Conditions will be subject to the jurisdiction of the South African courts.

In the event that L'Aviatore need to instruct attorneys to protect or enforce any of our rights against the Customer in terms of Standard Terms and Conditions, and should L'Aviatore be awarded costs by an arbitrator or court, the Customer agrees and is aware that he/she will be responsible for and undertake to reimburse L'Aviatore such costs on an "attorney-and-own-client" basis, as per the mandate between L'Aviatore and their attorneys.

Herewith L'Aviatore's nominated email address for communication; query@laviatoreparts.co.za.

L'Aviatore may change the above details by updating the Standard Terms and Conditions from time to Time. Please ensure that you use the email address as published on the L'Aviatore website.

11. INFORMATION

Company name:	See definition of "L'Aviatore" in clause 1 above.
Registration number:	See definition of "L'Aviatore" in clause 1 above.
Website address:	See definition of "L'Aviatore" in clause 1 above.
Email address:	parts@laviatoreparts.co.za (Parts). store@laviatoreparts.co.za (General). query@laviatoreparts.co.za (Queries). accounts@laviatoreparts.co.za (Accounts).
Telephone number:	+27 (012) 880-2605.