

Domestic Terms of Trade

Miscellaneous

Effective Date: 4 July 2013

Note: These Terms of Trade supersede and replace all previous Terms of Trade for non-RCS items.

General Terms and Conditions of Sale

Helicopter Windows General Terms and Conditions of Sale/Supply are:

1. Payment on Invoice (no statement issued) by Electronic Funds Transfer only.
2. For items which require fabrication but which Helicopter Windows is not tooled up to produce the Payment Terms, unless specifically modified by Helicopter Windows, are as follows --
 - Instalment of 50% of Product price (unless waived) - with order or prior to commencement;
 - Balance (including packing/transport charges) prior to dispatch – within 10 business days of notification that the Product is complete and ready for dispatch.

A pro-forma invoice will be raised to cover the entire transaction with individual invoices raised for each payment required.
3. For all other Products the Payment Terms are 100% prior to dispatch – within 10 business days of notification that the Products are complete and ready for dispatch.
4. Payment signifies the Customer's acceptance of Helicopter Windows Terms and Conditions of Sale (both General and any Specific Terms and Conditions specified with the quote and/or invoice).
5. All payments made are non-refundable, especially where the order is cancelled by the Customer by notice to Helicopter Windows or neglected (e.g. non-payment of an instalment or the balance for 30 calendar days from the request for payment/invoice). Helicopter Windows retains title in such circumstances and the product may be sold to another party without notice. In particular, failure by the Customer to pay the balance within the timeframe stipulated above, unless extended by Helicopter Windows, creates a legal default by the Customer, since the work will already have been completed. Therefore the Customer remains liable for the balance and legal action may be commenced to recover such unless and until the product is sold to another party.
6. In the case that Helicopter Windows has been effectively permanently prevented from completing the order due to a force majeure event, (a) the Customer's order shall automatically terminate, and (b) the company shall be under no liability or obligation to refund any instalments made to that date.

7. Legal title to the sale items passes to the Customer only at the time full payment is received.
8. Helicopter Windows makes no claims in relation to the suitability for use, or capabilities or capacities of the products it supplies and disavows any and all liability associated with their use or misuse.
9. Helicopter Windows sells aircraft Part/s without any National Airworthiness Authority (NAA) certification. The Customer takes full responsibility for obtaining any and all approvals, certifications, authorizations, or such from their domestic NAA as required for the installation of the Part/s purchased.
10. Unless otherwise specified, all items are supplied under the following terms:
 - a. EXW Factory (Killarney, Queensland) or EXW Freight Depot Warwick.
 - b. Freight is arranged and paid by the Customer.
 - c. Delivery by Helicopter Windows is possible in some circumstances.
11. Delivery of the goods and/or legal possession is deemed to have passed to the Customer, in respect of each of the following INCOTERMS/scenarios:
 - EXW Factory - at the time the package leaves the factory in Killarney, Queensland.
 - EXW Freight Depot Warwick - at the time the package is delivered to the freight company's specified depot in Warwick, Queensland.
 - Postage Pre-paid - at the time the package is posted.
 - Delivery by HW - at the time of delivery.
12. Having taken possession/delivery, the Customer assumes full responsibility and liability for the goods, including where they are (a) delivered by a 3rd party and (b) packed by Helicopter Windows on behalf of the Customer.
13. This is a retail transaction, which means, the items sold are for exclusive consumption by the Customer (who purchased the part) and are not to be resold or on sold under any circumstances.
14. Helicopter Windows reserves the right to modify or extend any or all of these general terms and conditions of sale for a specific transaction, and such Specific Terms and Conditions of Sale shall be read with these General Terms and Conditions of Sale. All modifications must be explicitly stated. A waiver of instalments by Helicopter Windows may be made explicitly or may be taken as such by the Customer if the instalment is not explicitly requested by Helicopter Windows (i.e. it may be implied). A failure by Helicopter Windows to not explicitly request an instalment which is provided for in these general payment terms, and which has not been waived explicitly, shall not constitute a waiver by Helicopter Windows if the instalment is subsequently requested by Helicopter Windows.

General Manufacturer's Warranty

1. This warranty applies to all manufactured products and components except the "Base Shell" of Replica Cockpit Shells.
2. This warranty does not cover:
 - a. Untrimmed or uncut sheet plastic which is sold out of inventory

- b. Any damage which occurs to the product (a) after delivery to the customer, or (b) whilst in possession of or in transit with a freight company or Australia Post (or any of their agents)
 - c. Labour or other costs incurred in the installation or de-installation of the defective product, to return it or to re-install it
 - d. Packing and return freight of the “defective” product by the customer
 - e. Packing and freight of the replacement item by the manufacturer.
3. Unless otherwise stated and accepted by the customer in a Specific Term and Condition of Sale, the customer shall be entitled to a replacement product under the following conditions:
- (i) The product is not fit for use, such as being deformed to such an extent that it cannot be installed or used as is normally the case or as specified by the manufacturer. This claim condition does not apply to bespoke items which are made to the customer’s express or implied specification – these are sold ASIS.
 - (ii) The product contains discernible optical distortions which are significant enough to make it unusable or a risk to safety if used or installed. This claim condition does not apply to items which are sold Ex-Works Factory and which are inspected by the customer prior to taking possession.
 - (iii) The colour of the transparency is not as ordered.
4. In order to claim under this warranty, the customer must within 30 calendar days of receiving the goods (the “warranty period”):
- a. Notify the manufacturer by email that you intend to make a claim, and
 - b. Provide evidence that the product is defective in respect of one of the conditions stated in #3 above, either photographically or by returning the product to the factory in Killarney, Queensland. If the product is returned it must be dispatched within this time frame; unless given an extension in writing by the manufacturer.
5. The remedies available under this warranty are limited as follows:
- a. If the claim is accepted: then within 30 calendar days of the earlier of either (a) receiving the defective product or (b) accepting the evidence of defect, the manufacturer shall manufacture and dispatch a replacement product (after payment of the packing charges by the customer, if applicable)
 - b. If for any reason the manufacturer cannot perform within this or an extended period of time granted by the customer, then the customer shall be entitled to a refund of the product cost only. Such refund shall be made by Electronic Funds Transfer (EFT) to the customer’s bank account within five (5) business days of the manufacturer receiving the customer’s banking coordinates.
 - c. No other remedy is available under this warranty.
6. The warrantor is Helicopter Windows Pty Ltd, 52 Ivy Street, Killarney 4373, Queensland, Australia, +61 7 4664 1222, sales@helicopterwindows.com.au
7. This warranty is provided in addition to the general rights and remedies available to the consumer under Australian Consumer Law and as such the customer’s rights under this warranty sit alongside the basic guarantees which pertain to goods under that law.
8. This warranty is subject to change without notice.