

Terms & Conditions

The business, website, domain name and all content is owned, under copyright and managed by Aircraft Wreckers Australia PTY LTD as trustee for Aircraft Wreckers Australia.

Registered contact details:

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Statement Of Ownership

Owned by Aircraft Wreckers Australia PTY LTD as trustee for Aircraft Wreckers Australia.

Business Purpose

Aircraft Wreckers Australia PTY LTD deals with the buying and selling of used aircraft parts, scrapping of aircraft and general aircraft maintenance

Payment Process

Aircraft parts as described on the website are available online for purchase from Aircraft Wreckers Australia PTY LTD. Please contact us via the Aviation Mart messaging system to confirm the purchase and receive payment instructions.

Currency

All transactions will be conducted in United States Dollars (US\$)

Late Payment Policy

A finance charge of 18% will be accessed on late payments.

Delivery

Three options are offered at point of sale and any charges payable are settled as part of the transaction:

- 1) The purchaser can make their own arrangements to collect the purchase - either in person or via their own courier service
- 2) Items under 5kg will be sent via the Australian Postal Service for a fixed rate. Orders under 5kg will be sent free of charge via this method. Delivery times are at the discretion of the Australian Postal Service and Aircraft Wreckers Australia PTY LTD accept no responsibility for late delivery by this method
- 3) Items may also be sent via Toll Priority dependant on size and weight. Orders shipped via this method will be delivered next day.
- 4) Deliveries outside Australia will be charged at a rate determined by the selected carrier and delivered as per the carriers terms and conditions.

Once payment is received, Aircraft Wreckers Australia PTY LTD will endeavour to process and package the order within 48 hours.

Refunds & Returns

Only non-defective items returned within 10 days will be given a full refund. After 10 days there will be a 20% restocking fee. After 30 days no refund will be given. Contact Aircraft Wreckers Australia PTY LTD within ten days to be given your return authorization number. Parts must be returned unaltered and in their original packaging to be eligible for any refund. Return shipping costs will be the customer's responsibility. All items are sold "as-is" as Aircraft Wreckers Australia PTY LTD cannot attest to their serviceability or airworthiness. Tested electrical parts cannot be returned.

NO AIRCRAFT WRECKERS AUSTRALIA PTY LTD PROVIDER WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE AIRCRAFT WRECKERS AUSTRALIA PTY LTD WEBSITE OR THE PURCHASE OF ANY PRODUCT THEREFROM, EVEN IF SUCH AIRCRAFT WRECKERS AUSTRALIA PTY LTD PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

Confidentiality Agreement

In order to protect certain confidential information including materials ("Information") relating to the Purpose (as defined herein) which may be disclosed between them, Aircraft Wreckers Australia PTY LTD, including all its Related Bodies Corporate within the meaning of the Corporations Law, (collectively "Aircraft Wreckers Australia PTY LTD") and the "Participant" (collectively "Party or Parties"), intending to be legally bound, agree that:

The Purpose:

Discussions and possible Information transfer relating to the Parties contemplating a potential financial transaction relating to the procurement of aircraft spare parts.

1. The Discloser of Information is the Parties.
2. Information disclosed under this Agreement includes without limitation all Information, data, know how, patents and patent applications, materials, marketing information, product information, trade secrets, other technical information, business and financial information, strategies and plans relating to the Purpose.
3. The existence of and the relationship created under this Agreement is confidential and the Information disclosed pursuant to this relationship shall be treated as confidential pursuant to the terms of this Agreement.
4. This Agreement controls Information that is disclosed to a party ("Recipient") from the Effective Date.
5. The obligations contained in this Agreement shall continue to apply for a period of seven years from the Effective Date. Subject to the foregoing, either Party may terminate this agreement at any time by giving written notice of such to the other Party and upon such termination a request for return of the Information shall be deemed to have been made by each of the Parties under clause 11.
6. The Recipient shall use such Information solely for evaluating the Purpose. Further, the Recipient shall not disclose or use Information, or allow it to be used, for its own benefit or the benefit of others other than in relation to the Purpose, and shall take all precautions reasonably necessary to prevent unauthorised access, use or disclosure of the Information.
7. This Agreement imposes no obligation upon Recipient with respect to Information that: (a) was in Recipient's possession before receipt from the Discloser, or (b) is or became available to the public through no fault of recipient, or (c) is received in good faith by Recipient from a third party who was under no obligation of non disclosure, or (d) is independently developed by Recipient without reference to Information received hereunder, as evidenced by Recipient's own records.
8. In the event that Recipient is required by law, judicial or administrative process to disclose Information, Recipient shall use its best endeavours to promptly notify Discloser and allow Discloser a reasonable time to oppose such process.
9. Recipient may disclose Information to those of its officers, employees, contractors and agents (including legal, financial and other expert advisers) who reasonably require access to the Information for the Purpose, (each being a "Disclosee").
10. Any disclosure under clause 10 (other than a disclosure in good faith to the legal advisers of the Recipient) may only be made if the Disclosee first agrees with the Discloser in a form enforceable by the Discloser that the Information concerned will not be disclosed to any other person or used for any purpose (whether during or after the termination of the Disclosee's employment, office, Agency or other arrangement with the Recipient) otherwise than as permitted under this Agreement.

11. Each Discloser warrants that it has the right to make disclosures under this Agreement.
12. Neither Party shall acquire any licence under intellectual property rights of the other Party pursuant to this Agreement.
13. Neither Party has an obligation pursuant to this Agreement to purchase any service or item from the other Party.
14. The Parties do not intend that any agency or partnership relationship be created by this Agreement.
15. All additions or modifications to this Agreement must be made in writing and executed by both Parties.
16. The Recipient acknowledges that any unauthorised use or disclosure of the Information or any part of it in breach of this Agreement and any other breach of the terms of this Agreement may cause damage to the Discloser and that damages may be inadequate compensation for breach of this Agreement. Consequently, the Discloser has the right in addition to any other remedies available at law or in equity, to seek injunctive relief against the Recipient in respect of any breach of this Agreement and to seek specific performance of this Agreement.
17. The Recipient indemnifies the Discloser from all claims, costs, expenses, losses and liabilities (including legal costs on a solicitor and own client basis) suffered or incurred (including, without limitation, in connection with the enforcement of this Agreement) as a result of or in connection with any breach of this Agreement by the Recipient.
18. This Agreement is governed by the laws of Queensland. The Parties submit to the non-exclusive jurisdiction of Courts exercising jurisdiction there.
19. This Agreement is to be executed in duplicate. The Parties acknowledge that execution of a facsimile copy of this Agreement and transmission thereof by facsimile each to the other or their respective agents or solicitors shall be sufficient to constitute offer and acceptance.