

QUOTATION

Quote No: 10887

Quote Date: Monday, 26 June, 2023

Your Reference: RE: FDR Readout Analysis//Loan HHMPI // 9M-PTA/B/C/D/E

Attention: Mohd Fadzlie Adam

GALAXY AEROSPACE (M) SDN. BHD.

Lot 11-14, MRO Centre

Malaysia International Aerospace Centre

Sultan Abdul Aziz Shah Airport

Subang, Selangor, 47200, Malaysia

Line	Item	Qty	Price	Sub Total
1	CVR readout/data analysis: 9M-PTA, 9M-PTB, 9M-PTC, 9M-PTD & 9M-PTE. Note: PN: FDS 400-301	5	\$620.00	\$3,100.00
2	FDR readout/data analysis: 9M-PTD & 9M-PTE. Note: PN: FDS 400-301	2	\$850.00	\$1,700.00
Total Cost (exclusive of taxes)				





Commercial in Confidence

Terms and Conditions

Quote Validity:	30 Days	
Price Basis:	USD	
Delivery:	•	
Warranty:		
Payment Terms:	Cash in Advance	

Quote prepared for and on behalf of Aerodynamic (AU) by Sarah Hamilton-Broadley





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TERMS AND CONDITIONS OF SALE

1. PAYMENT TERMS

Subject to the approval of AeroDynamic Pty Ltd's Credit Department, terms are strictly 30 Days Net after date of invoice or as otherwise indicated on ADPL's invoice. Should the Buyer's financial responsibility be or become unsatisfactory to ADPL, advance cash payments or security satisfactory to ADPL may be required. If any payment owed to ADPL hereunder is not paid when due, ADPL may charge the Buyer interest at the rate applicable to ADPL's principal overdraft facility, whether or not the facility is drawn upon. The foregoing shall not relieve the Buyer from the obligation to make payments to ADPL at the time and in the manner specified. ADPL reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it, if in the event the Buyer fails to pay for any one shipment then due. The prices are as indicated on the Quote and Invoice, payable without any deduction of set-off whatsoever.

2. TITLE & RISK

Risk in the goods will pass to the Buyer upon dispatch from the ADPL warehouse or its supplier. However, legal ownership shall remain with ADPL until payment in full is made for the goods and for all other goods supplied by ADPL to the Buyer for which the purchase price is outstanding. Until such payment in full, the Buyer should hold the goods as Bailee only for ADPL and shall store the same in a manner manifesting ADPL's continued ownership. The Buyer's rights to possession of the goods shall cease if the Buyer fails to make payment of any outstanding amount to ADPL. ADPL shall be entitled to require the Buyer to return goods, failing which ADPL is irrevocably authorized to enter the Buyer's premises to repossess the goods, or goods to the equivalent value without notice, and ADPL shall be entitled to recover from the Buyer all its costs, expenses and outgoings (including legal fees on a solicitor/client basis).

3. PRICING AND INCREASED COSTS

Unless otherwise stated in respect of an order for goods to be supplied by ADPL the price quoted by ADPL to the Buyer or invoiced by ADPL to the Buyer will be exclusive of sales tax and all other taxes and duties and will be the price prevailing at the relevant time and will be subject to increase as a result of any change in any relevant exchange rate, amount of customs duty, freight charge or other cost to ADPL of acquiring the goods and having them delivered to the Buyer that comes to the knowledge of ADPL after the issue of ADPL's quotation or invoice. A survey charge will apply to all quotations for repair, not accepted by the Buyer.

4. WAIVER

No failure by ADPL to insist upon strict performance of any of the terms and conditions or any delay in exercising any of its remedies shall constitute a waiver or variation of such terms and conditions or a waiver of any default or remedy thereof.

5. LIMITATION OF REMEDY AND LIABILITY

- a) Subject to all rights and remedies which are provided pursuant to legislation and which cannot be excluded, restricted or modified by agreement all terms, conditions warranties and representations (whenever made and whether express or implied by circumstances, legislation, common law or otherwise not expressed in these terms and conditions) are hereby negatived and excluded.
- b) Except as it is otherwise provided by these terms and conditions and subject to all rights and remedies which are provided pursuant to agreement ADPL and its servants or agents are not liable for any loss or damage (including without limitation, loss or damage caused by the negligence of ADPL or its servants or agents and incidental and consequential loss or damage) in any manner wholly or partly arising from or in connection with the supply of the goods including any antecedent negotiations or representations.
- c) Regardless of the nature of any claim or action, whether in contract, tort (including negligence) or otherwise, any liability of ADPL or its servants or agents with respect to or arising from or in connection with the supply of goods or any antecedent negotiations or representations will be limited to the fullest extent permitted by law, to one or more of the following as ADPL may decide, namely:
 - i) The replacement or the supply of equivalent goods or payment of the cost of such replacement or supply.
 - ii) The repair or payment of the cost of repair of the goods or the performance of any services in connection therewith.
 - iii) The supply of the services again
 - iv) The payment of the cost of having the services supplied again

6. FORCE MAJEURE

ADPL shall not be liable to perform its obligations under these Terms & Conditions for any cause beyond its reasonable control including without limitation fire flood strikes, transportation delays, fuel and energy shortages and defaults of sub-contractors.

7. APPLICABLE LAW

These Terms & Conditions shall be governed by the laws of Victoria, Australia

8. ASSIGNMENT

The buyer shall not assign its rights or delegate any part of it under this contract without prior written consent of ADPL.

9. CONDITIONS OF SALE

sales@aerodynamic.aero

Any Aircraft Parts are sold on the condition that that they are used solely in the manufacture, Repair or Maintenance of civil or Commonwealth Aircraft or their engines and must not be used for any other purpose without ADPL 's permission and payment of the extra customs duty involved.

10. WARRANTY

The items sold are warranted by the manufacturer and are subject to their terms and conditions.

Quote: Accept	ed 🗆	Rejected	
Sign/Date:			
Olgili/Butol			

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