

Terms and Conditions (updated December 2018)

TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

CAE: Cascade Aerospace Engineering Limited, registered in England and Wales with company number 05838778 whose registered office is at The Meads Business Centre, Kingsmead, Farnborough, Hampshire, GU14 7SR, United Kingdom.

CAE Materials: has the meaning set out in Clause 3.4(i).

Client: the customer of CAE. Where the Supplier is directly under Contract to CAE all references to Client are synonymous with CAE.

Commencement Date: has the meaning set out in Clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with Clause 12.13.

Contract: the contract between CAE and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and any special conditions as set out in the Order.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings that are agreed in writing by CAE and the Supplier.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: CAE order for the supply of Goods and/or Services, as set out in CAE purchase order form, or in CAE written acceptance of the Supplier's quotation, or overleaf, as the case may be, which also includes the Services Specification, the Goods Specification and any special conditions as applicable.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by CAE and the Supplier.

Supplier: the entity from whom CAE purchases the Goods and/or Services.

1.2 The headings in this Contract are inserted for convenience only and do not affect its construction.

1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.4 Unless the context otherwise requires, a reference to one gender includes reference to the other genders.

1.5 In these Conditions, the following rules apply:

- a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assignees;
- a reference to a law, statute and/or statutory provision is a reference to it, as in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;
- any phrase introduced by the terms including, include, in particular or any similar expression must be construed as illustrative and not limit the sense of the words preceding those terms; and
- subject to Clause 12.6, a reference to writing or written includes emails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by CAE to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted by the Supplier issuing written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 Where there is a conflict between the special conditions contained in an Order and these Conditions, the special conditions will prevail.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 The Supplier must grant CAE, its appointed representatives, its customers and regulatory authorities a right to access the Supplier's premises, systems and information on the giving of reasonable notice during business hours for the purpose of verifying the provision of the Services in accordance with this Contract.

2.6 In addition to these Conditions, the Supplier agrees to comply with all such policies and procedures of CAE and/or the Client as notified to the Supplier.

2.7 The Supplier must ensure that any contract it enters into with personnel for the provision of services pursuant to this Contract will contain obligations to the obligations of the Supplier under this Contract and the Supplier must remain responsible for the acts or omissions of any such personnel.

2.8 All of these Conditions must apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF SERVICES

3.1 The Supplier must from the date set out in the Order and for the duration of this Contract provide the Services to CAE in accordance with the terms of the Contract.

3.2 The Supplier must meet any performance dates for the Services specified in the Order or notified to the Supplier by CAE.

3.3 The Supplier must comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act. The Supplier must not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

3.4 In providing the Services, the Supplier must:

- co-operate with CAE in all matters relating to the Services, and comply with all instructions of CAE;
- perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables must be fit for any purpose expressly or impliedly made known to the Supplier by CAE;
- provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to CAE, will be free from defects in workmanship, installation and design;
- obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- observe all health and safety rules and regulations and any other security requirements that apply at any of CAE's premises;
- hold all materials, equipment and tools, drawings, specifications and data supplied by CAE to the Supplier (CAE Materials) in safe custody at its own premises, maintain CAE Materials in good condition until returned to CAE, and not dispose, scrap or use CAE Materials other than in accordance with CAE written instructions or authorisation;
- not do or omit to do anything which may cause CAE to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that CAE may rely or act on the Services;
- maintain complete and accurate records of, and supporting documentation for, the Supplier's provision of the Services for a minimum of 6 years from the end of this Contract;
- grant CAE and its appointed representatives a right to access the Supplier's premises, systems and information, at any level of the supply chain, on the giving of reasonable notice during business hours for the purpose of verifying the provision of the Services in accordance with this Contract; and
- in the event that the Services do not conform with the Services Specification the Supplier must notify CAE in a timely manner and CAE must, at its sole discretion, be entitled to the remedies as set out in Clause 4.1. This obligation will continue after the Services have been performed.

3.5 The Supply of alternative, conceded, or the sub-contracting of any part of the Services must have the agreement in writing of CAE. Where required, CAE approved suppliers and processes must be used.

3.6 The Supplier will notify CAE of any non-conforming services, even if discovered after delivery and agree the disposition with CAE.

3.7 The Supplier must ensure its employees are aware of their contribution to service conformity, their contribution to service safety, be aware of and prevent the use of counterfeit parts.

3.8 The Supplier must notify CAE of any change in processes or services, including changes of their external providers or location of service provision and obtain CAE's approval; flow down to their suppliers, applicable requirements, including customer requirements – provide data for design approval, inspection/verification, investigation or auditing, where specified.

3.9 The Supplier must bear full responsibility for any part of the Services sub-contracted (even if agreed by CAE) to any other party and the Supplier will continue to be responsible for all of its obligations relating to the Services.

4. CAE REMEDIES

4.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, CAE shall, without limiting its other rights or remedies, have one or more of the following rights:

- to terminate this Contract with immediate effect by giving written notice to the Supplier;
 - to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - to recover from the Supplier any costs incurred by CAE in obtaining substitute goods and/or services from a third party; where CAE has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier on demand; and
 - to claim damages for any additional costs, loss or expenses incurred by CAE which are in any way attributable to the Supplier's failure to meet such dates.
- 4.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 13.1, then, without limiting its other rights or remedies, CAE shall have one or more of the following rights, whether or not it has accepted the Goods:
- to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - to recover from the Supplier any expenditure incurred by CAE in obtaining substitute goods from a third party; and
 - to claim damages for any additional costs, loss or expenses incurred by CAE arising from the Supplier's failure to supply Goods in accordance with Clause 13.1.

4.3 These Conditions will extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

4.4 CAE's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

5. CAE OBLIGATIONS

5.1 CAE will:

- provide the Supplier with reasonable access at reasonable times to CAE premises for the purpose of providing the Services; and
- provide such information as the Supplier may reasonably request for the provision of the Services and CAE considers reasonably necessary for the purpose of providing the Services.

6. CHARGES AND PAYMENT

6.1 The price for the Goods:

- must be the price set out in the Order;
- must be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by CAE. No extra charges payable by the Supplier or its personnel (whether by way of dividend or employment income) in respect of the Services; and
- the charges for the Services must be set out in the Order, and must be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by CAE, the charges must include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.2 In respect of Goods, the Supplier must invoice CAE on or at any time after completion of delivery. In respect of Services, the Supplier must invoice CAE on completion of the Services. Each invoice must include such supporting information required by CAE to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

6.3 In consideration of the supply of Goods and/or Services by the Supplier, CAE will pay the invoiced amounts within 30 days of receipt of the invoice, unless otherwise agreed between the parties.

6.4 All amounts payable by CAE under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to CAE, CAE shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

6.5 The Supplier must maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier must allow CAE to inspect such records at all reasonable times on request, for a period of seven years following termination of this Contract.

6.6 CAE may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier under the Contract against any amount payable by CAE to the Supplier under the Contract.

6.7 The Supplier warrants that it will:

- comply with all applicable laws, statutes, regulations from time to time in force; and
- be responsible for any PAYE, Income Tax, National Insurance Contributions and Pension Contributions and any other taxes and deductions payable in respect of its personnel (whether by way of dividend or employment income) in respect of the Services and the Supplier must notify CAE immediately if it becomes subject to an investigation by HMRC in respect of its own and/or its personnel's tax affairs which relate to this Contract.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 In respect of any goods that are transferred to CAE as part of the Services under this Contract, including the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to CAE, it will have full and unrestricted rights to sell and transfer all such items to CAE.

7.2 The Supplier assigns to CAE and/or the Client as applicable, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

7.3 The Supplier must obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

7.4 The Supplier must, promptly at CAE and/or the Client's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as CAE and/or the Client may from time to time require for the purpose of securing for CAE and/or the Client the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to CAE and/or the Client in accordance with Clause 7.2.

7.5 All CAE Materials are the exclusive property of CAE. All Client materials are the exclusive property of the Client.

8. INDEMNITY

8.1 The Supplier must keep CAE indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by CAE as a result of or in connection with:

- any claim made against CAE by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- any claim made against CAE by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- any claim made against CAE for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

8.2 For the duration of the Contract and for a period of 6 years thereafter, the Supplier must maintain in force, with a reputable insurance company, employers liability, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, to the levels specified in the Order as a minimum. Where specified and must, on CAE request, produce evidence of each insurance cover.

8.3 This Clause 8 shall survive termination of the Contract.

9. CONFIDENTIALITY

9.1 A party (Receiving Party) must keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party, which includes the Client (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party must restrict disclosure of confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and must ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, CAE may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
- the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
- the Client instructs CAE to terminate the Contract. The Supplier acknowledges that the continuation of this Contract is dependent on CAE agreement with the Client for the provision of the Supplier's Services pursuant to the Order; or
- the Supplier commits any offence under the Bribery Act 2010.

10.2 Without limiting its other rights or remedies, CAE may terminate the Contract:

- in respect of the supply of Services, by giving the Supplier 7 days' written notice; and
 - in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case CAE shall pay the Supplier full and reasonable compensation for any work in progress on any other Goods at the date of termination, provided that the Supplier provides CAE with evidence and information to substantiate any such claim for compensation, and such compensation must not include loss of anticipated profits or any consequential loss.
- 10.3 In any of the circumstances in these Conditions in which CAE may terminate the Contract, where both Goods and Services are supplied, CAE may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract or any part of it for any reason:

- where the Services are terminated, the Supplier must immediately deliver to CAE all Deliverables, whether or not then complete, and return all CAE Materials. If the Supplier fails to do so, then CAE may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier will be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- clauses which expressly or by implication have effect after termination will continue in full force and effect.

12. GENERAL

12.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 12 weeks, CAE has the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

12.2 Except as expressly provided elsewhere in this Contract, a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract.

12.3 The Supplier must not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of CAE.

12.4 CAE may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

12.5 Any notice or other communication required to be given to a party under or in connection with this Contract must be in writing and must be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

12.6 Any notice or communication will be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. This Clause 12.6 does not apply to the services of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" does not include e-mails and for the avoidance of doubt notice given under this Contract has not be validly served if sent by e-mail.

12.7 A waiver of any right under the Contract is only effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law will constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

12.8 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.9 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract will not be affected.

12.10 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

12.11 Nothing in the Contract is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party being the agent of another party for any purpose. No party will have authority to act as agent for, or to bind, the other party in any way.

12.12 A person who is not a party to the Contract will not have any rights under or in connection with it.

12.13 No variation of this Contract will be valid unless it is in writing and signed by or on behalf of both parties.

12.14 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

13. SUPPLY OF GOODS

13.1 The Supplier must ensure that the Goods:

- correspond with their description and any applicable Goods Specification;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by CAE, expressly or by implication, and in this respect CAE relies on the Supplier's skill and judgment;
- where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

13.2 The Supplier must ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

13.3 CAE shall have the right to inspect and test the Goods at any time before delivery.

13.4 If following such inspection or testing CAE considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 13.1, CAE shall inform the Supplier and the Supplier must immediately take such remedial action as is necessary to ensure compliance.

13.5 Notwithstanding any such inspection or testing, the Supplier must remain fully responsible for the Goods and any such inspection or testing will not reduce or otherwise affect the Supplier's obligations under the Contract, and CAE shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

13.6 The supply of alternative, conceded or specification changes to Goods must have the agreement in writing of CAE. Where required, CAE approved suppliers and processes must be used.

13.7 The Supplier will notify CAE of any non-conforming product, even if discovered after delivery and agree the disposition with CAE.

13.8 The Supplier must notify CAE of any change in processes or product, including changes of their external providers or location of manufacture and obtain CAE's approval; flow down to their suppliers, applicable requirements, including customer requirements; – provide test specimens for design approval, inspection/verification, investigation or auditing, where specified.

13.9 The Supplier must bear full responsibility for any part of the supply of Goods sub-contracted (even if agreed by CAE) to any other party and the Supplier will continue to be responsible for all of its obligations relating to the Goods.

13.10 The Supplier must keep all records in relation to the provision of the Goods for a period of 7 years and at the request of CAE, Clients or their authorised representatives, make such records available for inspection and/or provide copies to CAE, subject to any confidentiality agreements in place between the Client, the Supplier and CAE.

14. DELIVERY OF GOODS

14.1 The Supplier must ensure that:

- the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the CAE Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- if the Supplier requires CAE to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material will only be returned to the Supplier at the cost of the Supplier.

14.2 The Supplier must deliver the Goods:

- on the date specified in the Order or, as otherwise agreed by the parties;
- to CAE's premises at the address specified in Clause 1.1 or such other location as is set out in the Order or as instructed by CAE before delivery (Delivery Location); and
- during CAE's normal hours of business, or as instructed by CAE.

14.3 Delivery of the Goods will be completed on the completion of unloading of the Goods at the Delivery Location.

14.4 If the Supplier:

- delivers less than 95 per cent of the quantity of Goods ordered, CAE may reject the Goods; or
- delivers more than 105 per cent of the quantity of Goods ordered, CAE may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods will be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and CAE accepts the delivery, a pro rata adjustment will be made to the invoice for the Goods.

14.5 The Supplier must not deliver the Goods in instalments without CAE's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment will entitle CAE to the remedies set out in Clause 6.1.

14.6 Title and risk in the Goods will pass to CAE on completion of delivery.