Airspare Seller Agreement

Version 1.1.0 · Last updated 11 November 2026

One agreement with three schedules

This agreement sets out how your business sells through Airspare, what you pay, the service buyers can expect and how we handle problems. You remain the seller of your products; Airspare provides the marketplace service described in the agreement. The same agreement applies to every seller: the details that are particular to your business are the ones in your approved seller application and your seller account.

Your main commitments

Sell accurately and lawfully
Keep prices, stock, descriptions and product documents accurate. Only list products you are entitled and authorised to sell, and comply with sanctions and export controls.

Fulfil the promise to the buyer
Honour accepted orders, dispatch within the stated time and provide lawful cancellation, returns and refund rights.

Pay the agreed fees
Commission and other charges are set out in the Commercial Details, Schedule A and Appendix A. Valid refunds reverse the commission on the refunded commissionable value.

Keep Airspare transactions on Airspare
Do not deliberately divert an order or active enquiry to avoid agreed commission. Genuine independent business remains yours.

Protect products and personal information
Follow the product safety requirements, keep any required aviation accreditation, report serious issues promptly and use buyer data only for authorised, lawful purposes.

Help resolve problems and support checks
Provide evidence for complaints, refunds and payment disputes, and support proportionate audits. Keep agreed insurance and any required security in place. You remain responsible for amounts allocated to you even after account closure, and a reserve may be held for a limited period after closure to cover late refunds and chargebacks.

How to read and accept

Read the Contract Details and Commercial Details, clauses 1–14, Schedules A–C, Appendix A and any Marketplace Policies listed in the Contract Details. Your authorised representative accepts them together once. Payment-provider terms may require a separate acceptance with that provider.

This section is an explanatory guide, not a separate agreement or a substitute for the contract. Clauses 8–10 cover indemnities, insurance, audit and liability; clauses 11–12 cover account action and changes. The draft must be legally reviewed before online acceptance.

Contract Details and acceptance

This Agreement is between the Airspare operator and the Seller. “Airspare”, “we” and “us” mean that operator; “Seller” and “you” mean the business identified in the seller application approved by Airspare and in its seller account. A trading name alone is not a contracting entity.

Field	Details
Airspare operator	Airspare Online Ltd, a private limited company incorporated in England and Wales
Registration and address	Company number 15178038; registered office: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom
Airspare contacts	Company monitored email: support@airspare.com
Seller identity	The full legal name, trading name, jurisdiction of registration, company registration number, registered address and correspondence address given in the Seller’s approved seller application and kept up to date in its seller account.
Seller contacts	The authorised representative’s name and position, the contact email and the customer services email given in that application and kept up to date in the seller account.
Seller tax details	The UK VAT registration status and number given in that application and kept up to date in the seller account.
Permitted scope	Product categories: Aviation parts, components, consumables, pilot equipment, accessories and aviation-related gifts. Seller and stock locations: UK-based sellers initially, with overseas sellers subject to approval. Delivery territories: United Kingdom initially, with international delivery permitted where agreed and supported. Buyers: Both private consumers and business customers, including pilots, aircraft owners, operators, flying clubs, maintenance organisations and aviation businesses.

Field	Details
Incorporated Marketplace Policies	All other policies as listed on our website
Dispute forum and process agent	Courts of England and Wales (exclusive jurisdiction). see clause 14.2
Effective date and version	For each Seller, the date on which both parties have accepted this Agreement as set out below (the “Effective Date”). Agreement version 1.1.0, last updated 11 November 2026, including the Contract Details, Commercial Details, Schedules A–C and Appendix A

Acceptance wording

I confirm that I am authorised to bind the Seller. On its behalf, I agree to the Contract Details, Commercial Details, clauses 1–14, Schedules A–C, Appendix A and any listed Marketplace Policies of the Airspare Seller Agreement, version 1.1.0, supplied to me before acceptance. I acknowledge the indemnity, insurance, audit, liability, payment recovery, reserve and security, suspension and termination provisions.

The Seller’s authorised representative gives this acceptance electronically when submitting the seller application. Airspare accepts by its recorded account approval communicated to the Seller. Airspare keeps the accepted version, the representative’s identity and the date and time of acceptance, and sends the Seller a copy. This Agreement takes effect only when both parties have accepted it, including Airspare’s recorded approval communicated to the Seller. No selling access is granted until onboarding requirements, including any required insurance evidence, accreditation and security, are met.

Commercial Details

These details form part of Schedule A and apply to every Seller. Where an item depends on the Seller, it is the one recorded in the Seller’s approved application or seller account, or confirmed to the Seller in writing. Nothing left unstated authorises an unspecified charge. Figures shown as examples elsewhere are not the Seller’s agreed rates.

Item	Agreed position
Commission Plan	Starter, Growth or Professional: the plan chosen by the Seller in its seller application or seller account and confirmed by Airspare
Commission rate	As per Appendix A

Item	Agreed position
Subscription	Starter £0, Growth £49.99, Professional £99.99 (excl. VAT) per month
Launch offer	Any period for which the monthly subscription is waived, as confirmed to the Seller in writing; otherwise none
Other charges	Shipping charges responsibility of the Seller as per this agreement.
Payment fees	Merchant fees are included in the commission structure.
Payment configuration	Stripe Connect/Express; Airspare Commission deducted at point of sale, with remaining funds automatically deposited to Seller Stripe Connect/Express account.
Settlement and deductions	As per Stripe terms and conditions
Security	Nil
Provider agreement	As agreed to on Sign-up process between Seller and Stripe
Insurance	Suitable Public/product liability to be held by the Seller. Airspare named as additional insured or covered by an indemnity-to-principals extension, with waiver of subrogation; see clause 9
Aviation accreditation	The approvals declared in the Seller's application and confirmed by Airspare, from: AS9120, ASA-100, UK CAA, EASA Part 145, Part 21 approval, FAA Part 145, or another accreditation approved by Airspare in writing. Not applicable where the Seller lists no aviation parts that require it. see clause C1.3
Airspare liability cap	Not more than the total commission paid to that Seller to Airspare for the Transaction(s) concerned. See clause 10.
Consistent Pricing Policy	Airspare encourages Sellers to maintain consistent and competitive pricing across their own websites and the Marketplace, wherever commercially practicable, to ensure customers receive fair value.

No initial minimum subscription term applies unless one is agreed with the Seller in writing; otherwise the monthly cancellation rule in clause 11.4 applies. No long-term renewal is implied by silence.

Core agreement roles and access

1 Definitions and document priority

1.1 “Marketplace” means the Airspare website and approved seller tools. “Buyer” means a purchaser or prospective purchaser. “Consumer” means an individual acting wholly or mainly outside their trade, business, craft or profession. “Order” means a purchase request through the Marketplace. “Business Day” means Monday to Friday excluding public holidays in England. Other references to days mean calendar days. “Contract Year” means each successive 12-month period from the Effective Date. “Affiliate” means an entity that controls, is controlled by or is under common control with a party. “Sanctions and Export Laws” means the sanctions, embargo, export-control and customs laws of the United Kingdom, the European Union, the United States and the United Nations, and of any other jurisdiction applicable to a sale.

1.2 This Agreement comprises the Contract Details, the Commercial Details, clauses 1–14, Schedules A–C, Appendix A and any Marketplace Policies incorporated under clause 1.3. Mandatory law prevails. Expressly agreed exceptions prevail only for the identified clause; the Commercial Details prevail on charges and payment mechanics; the core clauses prevail over schedules; and schedules prevail over incorporated Marketplace Policies. Earlier V01–V15 vendor policies are not separately incorporated into this Agreement.

1.3 A Marketplace Policy is binding only if it is listed by title and version in the Contract Details or later added or amended under clause 12. Incorporated policies may set operational detail, such as performance standards and listing formats, but cannot increase charges or reduce Seller protections under these clauses. Any other summary, help article or internal procedure does not add binding obligations.

2 Marketplace and sale contracts

2.1 Airspare will provide marketplace access and administration with reasonable care and skill. The Seller sells the products directly to Buyers and is responsible for its sale contracts, product obligations and personnel. The Seller authorises Airspare to display its listings, transmit orders and communications and administer agreed payments and remedies only within this Agreement and the confirmed payment configuration. The Seller agrees that Airspare is not Selling the Seller’s products to the Customer, but simply acting as a facilitator. As such, all liabilities for the products, as per the Consumer Rights Act, rest with the Seller. The Seller further warrants that it has the authority to sell any product it lists on Airspare, that the product is legitimate, obtained legally and complies with all applicable laws and regulations.

2.2 Proposed order-formation rule: a Buyer places an offer; an automated receipt or payment authorisation is not acceptance. The Seller accepts by an express acceptance confirmation issued through the Marketplace, or by dispatch if earlier. Airspare may transmit that confirmation on the Seller’s behalf. This rule must match the buyer terms and actual checkout before use. It does not permit cancellation of an already binding sale merely because a price was wrong.

2.3 Each seller in a multi-seller basket has a separate sale contract. The Seller’s identity, sale terms and material restrictions must be available before purchase. Seller terms cannot reduce mandatory Buyer rights or the service standards promised here. Airspare does not certify airworthiness or provide installation approval by hosting or checking a listing.

2.4 No partnership, employment or general agency is created. Neither party may bind the other except for the limited authority expressly granted.

3 Verification and account security

3.1 The Seller must supply accurate identity, authority, registration, tax, bank, beneficial ownership and relevant approval information; complete payment-provider onboarding; and promptly update material changes. Airspare may request proportionate evidence needed for compliance, sanctions screening, tax reporting, fraud prevention or product risk. Access may be withheld pending necessary verification.

3.2 The Seller must restrict account access to authorised users, protect credentials and integration keys, use available multi-factor authentication and promptly report compromise. It is responsible for acts of its authorised users and subcontractors, but not automatically for loss caused by Airspare’s own security breach.

4 Service scope

4.1 Access is non-exclusive, limited to approved categories and territories and subject to reasonable maintenance and security measures. Airspare does not promise minimum traffic, sales or uninterrupted availability. It will take reasonable steps to communicate material interruptions and restore affected functions. New regulated categories, finance services or territories require express approval before use.

Core agreement content and information

5 Listing content and intellectual property

5.1 The Seller retains its rights in supplied content and grants Airspare a non-exclusive, royalty-free licence during the Agreement to host, reproduce, format, display and promote that content and the Seller’s trading name through the Marketplace and its marketing channels. Airspare may sublicense only to providers supporting these purposes. No ownership of the Seller’s brand transfers.

5.2 The Seller warrants that it owns or has permission to use and license supplied photographs, text, marks and documents. It must not upload confidential technical material or personal data unnecessarily. Airspare may correct formatting, but must not materially alter a technical or certification claim without the Seller’s confirmation. Airspare is responsible for content it independently adds.

5.3 After termination, new promotional use stops within a reasonable implementation period. Copies may remain in transaction records, lawful archives and backups for necessary retention periods. Airspare may remove allegedly infringing content while investigating, notify the Seller and seek evidence of rights.

6 Buyer data and confidentiality

6.1 Each party must comply with applicable data-protection law, including UK GDPR, the Data Protection Act 2018 and PECR as amended. For their own account administration, fulfilment, fraud prevention and legal obligations, the parties ordinarily act as independent controllers. Actual purposes determine their roles. Processing solely on the other party's instructions requires a separate Article 28 arrangement before it starts; joint control requires an appropriate Article 26 arrangement.

6.2 Shared data is limited to what is necessary, normally buyer/contact identity, delivery and contact details, ordered products, transaction references and relevant messages. Permitted purposes are fulfilment, support, lawful recalls, fraud handling and legal/tax obligations. Each party must identify a lawful basis, give accurate privacy information and handle rights and privacy complaints within statutory timescales.

6.3 The Seller must not sell buyer data, add buyers to marketing lists merely because they ordered, or use Marketplace contact information for unrelated targeting. Separate marketing requires a lawful basis, compliance with PECR and any required consent. Neither party may claim to give consent on a Buyer's behalf.

6.4 Each party must apply appropriate access controls, encryption where suitable, secure transfer and retention/deletion controls. Relevant processors require lawful contracts; international transfers require applicable safeguards. Share no full payment-card details through messages or ordinary email.

6.5 A party discovering an actual or reasonably suspected incident affecting shared data must notify the other without undue delay and, where feasible, within 24 hours, giving available details and updates. The parties must cooperate on containment, evidence, rights requests and notifications. This contractual notice does not extend any statutory reporting deadline or transfer a controller's own duties.

6.6 Each party must protect non-public commercial, security and technical information, use it only for the Agreement and disclose it only to those who need it under suitable confidentiality duties or where law requires. Public, independently developed or lawfully received information is excluded. Required disclosures should be notified in advance where lawful.

6.7 Protection and Use of Customer Personal Data (GDPR)

The Seller agrees to comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations (PECR), as amended.

Personal data obtained through Airspare shall only be accessed, processed and used for legitimate purposes relating to order fulfilment, delivery, customer service, returns, refunds, product safety and applicable legal obligations.

The Seller shall not sell, misuse or disclose customer personal data for unrelated purposes, nor add customers to independent marketing databases solely because they have purchased through Airspare. Any separate marketing activity must comply with applicable data protection and electronic marketing laws, including relevant consent and opt-out requirements.

The Seller must maintain appropriate technical and organisational security measures to protect personal data against unauthorised access, disclosure, loss or misuse. Access must be limited to authorised persons, and personal data must not be retained longer than lawfully necessary.

The Seller shall notify Airspare without undue delay, and wherever feasible within 24 hours, upon discovering any actual or reasonably suspected personal data breach affecting information obtained through the Marketplace.

Each party remains responsible for its own data protection obligations. Where the parties act as independent data controllers, neither party shall automatically assume responsibility for the other's independent compliance failures, without prejudice to liability arising from its own acts or omissions.

7 Platform transparency

7.1 Before acceptance, Airspare must complete and supply the platform disclosures in Schedule B on ranking, paid placement, data access, distribution channels and differential treatment. No priority placement is promised unless expressly agreed. Commercial changes to these disclosures follow clause 12. The Seller must not manipulate ranking, reviews or performance data.

Core agreement risk and indemnity

8 Seller warranties and indemnity

8.1 The Seller warrants that it has authority to enter this Agreement and sell each product; its information and approval claims are accurate; its products, fulfilment and use of the Marketplace comply with applicable law and Schedules B–C; and neither it nor any of its owners, directors or Affiliates is the target of, or owned or controlled by a person who is the target of, Sanctions and Export Laws. It must notify Airspare promptly if a material warranty ceases to be accurate.

8.2 The Seller shall indemnify Airspare, its Affiliates and their officers, employees and agents (the “Indemnified Persons”) against reasonable, evidenced losses, third-party liabilities and reasonable legal costs to the extent caused by or arising from: (a) the Seller’s breach of its product, safety, sale or fulfilment obligations; (b) any claim by a Buyer or other third party relating to the Seller’s products, sale contracts, fulfilment, documentation or after-sales service; (c) counterfeit, stolen, unapproved or infringing goods, documents or content supplied by it; (d) its unlawful use or disclosure of shared personal data; (e) its breach of Sanctions and Export Laws or clause C4.3; (f) VAT, duties or other

taxes, interest and penalties for which Airspare becomes liable, as deemed supplier, under joint and several liability or otherwise, because of the Seller's sales or the Seller's inaccurate or missing tax information; or (g) its fraud or deliberate fee evasion. Regulatory fines are recoverable only where the law permits. No loss is recoverable to the extent caused by Airspare's own breach, negligence or unlawful act. Airspare may enforce this clause on behalf of the other Indemnified Persons.

8.3 Airspare must give prompt notice of a claim, preserve evidence, take reasonable steps to mitigate and allow the Seller a reasonable opportunity to participate in the defence with suitable advisers. Airspare may retain control where a regulator, urgent safety issue, conflict of interest or material reputation issue requires it. Neither party may settle a claim imposing an admission or non-monetary obligation on the other without its written consent, not to be unreasonably withheld. Emergency lawful action remains permitted.

8.4 Recoveries must reflect actual loss and avoid double recovery from the Seller, an insurer, Buyer or payment provider. A disputed indemnity demand is not automatically a final debt: clause A5 governs deductions and provisional reserves.

Core agreement insurance, audit and limits

9 Insurance, audit and evidence

9.1 Before listing, the Seller must maintain, with a reputable insurer, cover of at least the type and minimum limits specified in the Commercial Details, and provide a certificate on acceptance, on each renewal and on reasonable request. Cover must include the actual products, aviation exposure where relevant, activities and territories. A generic policy with an applicable aviation exclusion is not adequate aviation cover. Where available on reasonable commercial terms, liability policies must name Airspare as additional insured or include an indemnity-to-principals extension, and waive subrogation against the Indemnified Persons except to the extent of Airspare's own negligence.

9.2 The Seller must promptly notify cancellation, non-renewal or a material reduction in relevant cover and maintain any agreed run-off cover for claims-made policies for at least six years after termination. Insurance does not reduce contractual responsibilities or itself establish compliance. Airspare may restrict affected listings while adequate cover is restored.

9.3 On at least 10 Business Days' written notice, and no more than once in each Contract Year unless Airspare has reasonable grounds to suspect a material breach, a safety or counterfeit risk, fee diversion under clause A4.2 or a regulatory request requires it, Airspare or an independent auditor bound by confidentiality may inspect the Seller's records, systems and premises relevant to Marketplace sales, fees, traceability, storage, accreditation and compliance with Schedule C. Audits take place during business hours, with reasonable steps to limit disruption, and exclude legally privileged material and unrelated customer data. Each party bears its own audit costs, except that the Seller reimburses reasonable audit costs where an audit reveals a material breach or an underpayment of more than 5% for the audited period. The Seller must correct identified non-

compliance within a reasonable agreed period.

9.4 Waiver of Subrogation

9.4.1 The Seller shall, where available on reasonable commercial terms, procure and maintain an express written waiver of subrogation from its relevant insurers in favour of Airspare Online Ltd, its affiliates and their respective directors, officers, employees and agents (the "Protected Parties").

9.4.2 Such waiver shall provide that the Seller's insurers will not exercise rights of subrogation, recourse or recovery against the Protected Parties in respect of insured losses, claims, damages or liabilities arising from the Seller's products, sales, delivery, fulfilment activities or other obligations under this Agreement.

9.4.3 The waiver shall apply only to losses within the scope of the relevant insurance policy and shall not extend to liability arising from the Protected Parties' own negligence, fraud, wilful misconduct or unlawful acts.

9.4.4 The Seller shall provide Airspare with reasonable documentary evidence of the insurer's agreement to the waiver upon request, including any relevant policy endorsement or written confirmation from the insurer.

9.4.5 Where a waiver is unavailable or cannot reasonably be obtained, the Seller shall notify Airspare. Airspare may assess alternative insurance arrangements proportionate to the risks associated with the Seller's products and activities.

9.4.6 Nothing in this clause shall relieve the Seller of its contractual responsibilities, indemnity obligations or liabilities under this Agreement, nor shall it exclude any liability that cannot lawfully be excluded.

10 Limits and exclusions

10.1 Nothing in this Agreement excludes or limits either party’s liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot lawfully be limited. Mandatory Buyer rights and Airspare’s independent statutory duties remain unaffected.

10.2 Subject to clause 10.1, Airspare’s total liability arising out of or in connection with this Agreement, in contract, tort including negligence, misrepresentation or otherwise, for events occurring in a Contract Year is capped at the amount specified in the Commercial Details. A connected series of events is allocated to the year of the first event. The cap requires a completed monetary floor and legal review before issue.

10.3 Subject to clause 10.1, Airspare is not liable to the Seller for indirect or consequential loss, or lost profit, revenue, anticipated savings, opportunity or goodwill, whether direct or indirect. This exclusion and the cap do not apply to Airspare’s obligation to account for Seller money actually received and due, return an erroneous deduction, or credit commission contractually refundable under Schedule A.

10.4 The Seller’s payment, refund and indemnity obligations are not capped by Airspare’s cap. Airspare is not responsible for an independent provider’s failure beyond its reasonable control, but remains responsible for its own obligations, instructions and breaches. Each party must mitigate loss.

Core agreement changes and ending

11 Restriction suspension and termination

11.1 Airspare may proportionately restrict listings or access for a breach, overdue undisputed payment, incomplete required verification or tax information, payment-provider restriction, credible fraud or safety risk, unlawful products, a reasonable suspicion of breach of Sanctions and Export Laws, serious data misuse, failure to maintain required insurance, accreditation or security, or repeated failure to meet selling standards. Normally it will identify the issue and allow a reasonable opportunity to correct it; urgent risks may require immediate protective action.

11.2 For restriction or suspension, Airspare will provide reasons on a durable medium, such as email, before or when the action takes effect, subject only to applicable legal exceptions. It will explain the scope, evidence basis and steps needed for review or reinstatement, without unlawful disclosure of protected information. Interim action does not determine guilt or finally decide a disputed debt.

11.3 Airspare may terminate for material or repeated breach, inability lawfully to continue the service, or a business decision to discontinue the relationship. It will give at least 30 days’ notice and reasons on a durable medium. Shorter termination notice is used only where legally permitted, including an applicable legal obligation, an imperative reason under national law or demonstrable repeated infringement meeting the statutory exception. Where continuing the relationship would put Airspare in breach of Sanctions and Export Laws, Airspare may terminate immediately as a legal obligation, giving reasons unless the law prohibits it. Urgent suspension does not itself remove termination notice requirements. Insolvency-related rights remain subject to applicable restrictions on termination of supply contracts.

11.4 The Seller may terminate on 30 days’ notice, subject to any expressly agreed initial subscription minimum term, or earlier where clause 12 or mandatory law allows. After that initial term, a subscription renews monthly unless the Commercial Details expressly say otherwise. No new subscription period starts after the termination date. Prepaid unused subscription charges are refunded pro rata where Airspare terminates for convenience or the Seller validly exits because of an adverse change under clause 12; accrued liabilities remain payable.

11.5 Existing orders must be fulfilled or lawfully cancelled and refunded. Charges, refunds, disputes, records, product-safety cooperation, confidentiality, indemnities, insurance run-off, audit rights for two years after termination, the post-termination holdback and security under clause A5, accrued claims and provisions intended to survive continue. Airspare will provide reasonable access or an export of the Seller’s necessary order and financial records, subject to security and legal restrictions. Retained

data and remaining access are described in Schedule B.

Core agreement changes and disputes

12 Changes to this Agreement

12.1 Airspare may propose prospective changes to this Agreement or to an incorporated Marketplace Policy, including adding a new policy, for legal, security, operational or commercial reasons by email, explaining the change and effective date. Notice will be at least 15 days and longer where reasonably necessary for technical or commercial adaptation. Fee increases and materially adverse commercial changes receive at least 30 days. The Seller may terminate before the change takes effect without an early-exit charge caused by that change.

12.2 Changes are not retrospective except where required by law or beneficial to the Seller. A shorter notice period applies only within a lawful exception, such as a legal obligation preventing notice or an unforeseen imminent security danger. Airspare will not use routine provider or business changes as a blanket exception. Express waiver is used only where legally valid. Continued use after a validly notified effective date constitutes acceptance to the extent lawful; mandatory notice and exit rights prevail.

13 Complaints and disputes

13.1 Sellers may complain free of charge to the support contact, including about technical issues, charges or account decisions. Airspare aims to acknowledge within two Business Days and provide a reasoned outcome within 15 Business Days, updating the Seller if more time is needed. Reviews should be handled by a person not solely responsible for the original decision where practicable. No internal deadline removes statutory rights. Mediation arrangements are completed in Schedule B; urgent court relief remains available.

14 General terms

14.1 Neither party may assign this Agreement without consent, not unreasonably withheld, except Airspare may transfer it with its business to a capable successor on notice without reducing Seller protections. Unavoidable events beyond reasonable control excuse only affected obligations while reasonable mitigation continues, not accrued payment or mandatory duties. Notices are sent to the agreed email addresses and take effect on receipt; bounced messages are not received. If a term is unenforceable, the remainder survives. Delay is not waiver. This Agreement is the entire seller marketplace agreement without excluding fraud. Only the Indemnified Persons may enforce clause 8.2 under the Contracts (Rights of Third Parties) Act 1999, and the parties may vary this Agreement without their consent; no other third party may enforce it.

14.2 English law governs this Agreement and any non-contractual obligations arising from it, subject to mandatory law. The courts of England and Wales have exclusive jurisdiction. Either party may

nevertheless seek urgent injunctive or protective relief, or bring proceedings to recover undisputed sums due, in any court of competent jurisdiction. A Seller established outside the United Kingdom irrevocably appoints the process agent named in the Contract Details to receive service in England and must appoint a replacement within 10 Business Days if that appointment ends. This clause does not affect the free complaint and mediation process in clause 13.

Schedule A commercial and payment rules

A1 Fees and calculation

A1.1 The Seller pays only the rates and charges agreed in the Commercial Details or a later valid variation. Commission accrues on an accepted, successfully paid Order, subject to reversals below. Apply the agreed percentage to the agreed base and round to the nearest penny. VAT on Airspare's services is added only where legally chargeable. Airspare supplies appropriate invoices or statements.

A1.2 Proposed base, if confirmed: discounted product value excluding product VAT, separately stated delivery and refundable core deposits. For example only, a £120 product including £20 VAT has a £100 base; at an illustrative 10% commission the fee is £10, plus VAT on that fee if applicable. A deposit later forfeited or converted to a sale is treated only under expressly agreed core/exchange terms. Sellers must not disguise product value as excluded charges.

A2 Payments and authority

A2.1 Payments are processed through the provider and configuration identified in the Commercial Details. The Seller must accept applicable provider terms and keep its account and bank information current. The Seller authorises Airspare, only through lawfully available provider functions, to collect agreed fees, administer qualifying refunds and make authorised adjustments under this Schedule. This does not create an escrow or trust service or unrestricted access to the Seller's bank account.

A2.2 Airspare must describe the real payment flow before acceptance. Payout dates are estimates unless expressly guaranteed and remain subject to lawful provider checks, banking times and disclosed reserves. Provider terms govern the provider's own services; they do not silently expand what the Seller owes Airspare. Material changes follow clause 12.

A2.3 The Seller authorises Airspare, during this Agreement and while any sum remains due, to instruct the payment provider, using only functions available under the confirmed payment configuration, to: (a) debit the Seller's connected-account balance and deduct from pending or future payouts any amount due under this Agreement, including refunds, reversed chargeback principal, provider fees allocated to the Seller and agreed fees; and (b) only where the Commercial Details confirm that the provider supports it and the Seller has given any mandate the provider requires, debit the external bank account linked to the Seller's connected account to cover a negative balance on that account. Airspare will give an itemised notice of each debit at or before the time it is made, will promptly reverse any debit made in error and will not use this authority for a genuinely disputed unliquidated

indemnity except by way of a reserve under clause A5. Where (b) is not available, unrecovered sums are payable under clause A5.2.

A2.4 Delegated Invoicing Authority

A2.4.1 The Seller expressly authorises Airspare Online Ltd to prepare, generate and issue sales invoices, receipts and credit notes in the Seller's name and on its behalf for transactions completed through the Marketplace, where this functionality is provided.

A2.4.2 All such documents shall identify the Seller as the supplier of the goods and, where applicable, include the Seller's legal business name, registered address, VAT registration number and other information required by law.

A2.4.3 The Seller remains responsible for the accuracy of its business and tax information, the correct VAT treatment of its products, and compliance with applicable invoicing, accounting and taxation obligations. The Seller shall promptly notify Airspare of any changes to its VAT registration or relevant business details.

A2.4.4 Where Airspare issues an invoice on the Seller's behalf, the Seller shall not issue a duplicate VAT invoice for the same transaction. The Seller shall retain appropriate records and notify Airspare promptly of any errors requiring correction.

A2.4.5 This authority is limited to invoicing and associated administrative activities. It does not transfer ownership of the products, alter the underlying contract of sale between the Seller and Buyer, or make Airspare responsible for the Seller's tax liabilities, except where applicable law independently imposes such responsibility on Airspare.

A3 Refunds and chargebacks

A3.1 The Seller funds lawful refunds on its sales. Airspare reverses commission attributable to the refunded commissionable value, including proportionate partial refunds. Non-refundable provider fees are allocated as completed in the Commercial Details and must not be unlawfully deducted from a Consumer’s refund. Airspare-funded discretionary goodwill beyond the Seller’s obligations requires the Seller’s agreement before being charged to it.

A3.2 Airspare may administer a refund where the Seller agrees; a clear statutory or contractual entitlement is established; a duplicate payment occurred; a binding provider decision requires it; or the Seller has not responded to a Buyer’s documented refund, cancellation or non-delivery request within the period in clause B3.1 and then fails to respond within two Business Days of Airspare’s notice. Except where urgency or law prevents it, Airspare will give the Seller the reasons and at least two Business Days to respond. The process must never delay a statutory deadline. The Seller may dispute an allocation under clause 13.

A3.3 The Seller must provide chargeback evidence by the notified deadline. As between the parties, the Seller bears transaction principal reversed on its sales, except to the extent caused by Airspare’s breach or negligence; ancillary provider fees follow the Commercial Details. Initial liability to Stripe

may differ and must be confirmed. Recovered sums are credited back after costs properly payable, with no duplicate refund or recovery.

Schedule A pricing and financial recovery

A4 Prices and avoiding commission evasion

A4.1 The Seller sets prices independently, keeps them current and discloses VAT and mandatory charges accurately. It must honour binding sale prices and cannot add a commission surcharge after acceptance. A genuine error must be reported promptly and resolved lawfully. No ongoing own-website or rival-marketplace price-parity obligation is imposed by this Schedule.

A4.2 The Seller must not deliberately divert an Order or active Marketplace enquiry to avoid commission, including cancelling and privately rebooking the same purchase, directing payment elsewhere or disguising its value. For an evidenced diverted sale of the same or substantially the same products arising from that enquiry within 90 days, the otherwise agreed commission is due. Independent sales, genuine pre-existing negotiations and unrelated later purchases are excluded. No automatic penalty or claim to all future customer spend applies. Where Airspare has reasonable grounds to suspect diversion, it may request relevant sales records for the products and Buyer concerned and may exercise its audit right under clause 9.3.

A5 Deductions reserves security and unpaid balances

A5.1 Airspare may deduct or set off amounts due under this Agreement only through mechanisms lawfully available to it, including clause A2.3, providing an itemised explanation. A genuinely disputed unliquidated indemnity is not treated as finally owed without agreement or determination. To manage evidenced refund, chargeback, fraud, tax or indemnity exposure, a proportionate provisional reserve may be requested or applied within confirmed provider powers; notify its reason, calculation, review and release conditions. Review at least every 30 days and release excess promptly when the risk ends. Provider-imposed holds are governed by provider terms.

A5.2 Unrecovered sums properly due must be paid within 14 days of an itemised demand. Notify disputes promptly and pay undisputed amounts. Proven overpayments or errors are corrected both ways. Airspare may claim statutory late-payment interest and compensation where applicable, without double charging. Account closure does not extinguish balances. Each party complies with its own tax duties; the Seller supplies information needed for lawful marketplace VAT and digital-platform seller reporting. Where Airspare is the deemed supplier or is otherwise required by law to account for VAT on a Seller sale, it may collect or withhold that VAT from the sale proceeds and will account for it to HMRC.

A5.3 On termination, Airspare may hold back from final payouts an amount reasonably calculated to cover refunds, returns and chargebacks still capable of arising on the Seller’s sales, together with any notified tax or indemnity exposure, for the post-termination holdback period in the Commercial

Details. Airspare must notify the amount and its calculation, review it at least every 30 days and release any excess promptly. It may extend the holdback, up to the maximum stated, only where specific claims or disputes remain open or provider chargeback windows remain live, and must give reasons. Released sums are paid to the Seller’s nominated account.

A5.4 Airspare may require security of the kind stated in the Commercial Details at onboarding. During the Agreement it may require additional security only while one of these objective triggers applies: (a) the Seller’s refund or chargeback rate over a rolling 90-day period exceeds the threshold in the Commercial Details; (b) the Seller’s sales in a calendar month exceed the multiple in the Commercial Details of its monthly average over the preceding three months, without a reasonable explanation; (c) the payment provider applies a reserve or restriction to the Seller’s account; (d) a court judgment against the Seller remains unsatisfied for more than 14 days; or (e) a material breach remains unremedied after notice. The amount must be proportionate to the evidenced exposure and must not exceed the maximum in the Commercial Details. Airspare must give written reasons and its calculation and allow at least 14 days to provide the security, and may restrict new listings proportionately under clause 11.1 only if it is not provided. Security is reviewed at least every 90 days and released, less sums properly due, once the trigger has ceased for 90 days or at the end of the post-termination holdback period, whichever is earlier where no trigger applies. The Seller may challenge a requirement under clause 13. This clause does not permit any action prohibited by insolvency restrictions on supply contracts.

Schedule B listings fulfilment and service

B1 Listing requirements

B1.1 Each listing must accurately identify the product, manufacturer, relevant part/model/serial numbers, condition, known defects, included items, documentation, stock location, availability, total price, delivery options and applicable warranty/return terms. Use authentic photographs or clearly identify representative images. Do not make unsupported compatibility, approval or safety claims. Schedule C adds requirements for aviation and regulated products.

B1.2 State lead times honestly, distinguish in-stock from back-order items and update material changes promptly. Technical integration does not remove responsibility for checking the published result; Airspare must correct errors it causes. A quote, exchange or core product must disclose all material conditions before a Buyer becomes bound. Unapproved conditional-pricing features must not be used.

B2 Orders and delivery

B2.1 Monitor orders each Business Day. Confirm acceptance or explain rejection within two Business Days unless a shorter listing promise applies. Do not dispatch before payment status permits fulfilment. A rejection cannot undo a sale already formed under clause 2.2. Delays or unavailability must be communicated promptly with lawful cancellation and refund options; no substitution without

the Buyer’s agreement.

B2.2 Dispatch within the stated time using suitable packaging and a lawful carrier. Provide tracking or equivalent evidence where available; for serialised or high-value goods retain dispatch, identity and delivery evidence. The Seller is responsible for its fulfilment partners and resolving loss, damage and wrong-item cases. A carrier dispute must not delay a Buyer’s statutory remedy.

B2.2A The Seller shall be solely responsible for arranging, managing and paying all shipping, postage, packaging, carrier and fulfilment costs associated with Orders placed through the Marketplace, including any shipping services accessed through Airspare's integrated delivery providers.

The Seller may charge the Buyer for delivery where such charges are clearly disclosed before purchase. Any delivery charges collected from the Buyer shall be allocated to the Seller, subject to applicable payment processing arrangements.

The Seller shall remain responsible for goods lost, damaged, delayed or incorrectly delivered during transit, including all associated replacement, refund and reasonable redelivery costs, except to the extent caused by Airspare's own breach or negligence.

Airspare acts solely as a marketplace intermediary and shall not be responsible for funding shipping charges, carrier disputes or fulfilment losses, except where liability arises from Airspare's own acts or omissions or is otherwise imposed by applicable law.

B2.3 For Consumers, deliver by the agreed time or ordinarily within 30 days if no time was agreed. Risk normally passes when the Consumer or their nominated recipient takes physical possession, subject to statutory exceptions for independently commissioned carriers. Do not treat carrier handover as automatically transferring Consumer risk. Business risk and title terms must be clearly agreed with that Buyer before purchase.

B2.4 International sales require approved territories and advance disclosure of delivery, return, customs and import arrangements. The parties must identify the importer and applicable taxes correctly. A reference to the Buyer paying duties does not remove a statutory obligation of the Seller or Airspare. Export licensing and end-use checks follow clause C4.3. Dangerous-goods delivery and returns require appropriate handling under Schedule C.

B3 Customer service and conduct

B3.1 Answer ordinary Buyer messages and complaints within two Business Days and urgent safety matters immediately. Keep material order communications and resolutions in the Marketplace record. Give accurate updates and cooperate with evidence requests. These contractual response standards do not replace shorter statutory or provider deadlines.

B3.2 Do not mislead, harass, impersonate, discriminate unlawfully, manipulate reviews, purchase fake reviews or conceal incentives. Requests for reviews must not depend on a positive rating. Do not make a refund or statutory remedy conditional on removal of an honest review. Airspare may investigate and remove unlawful content and must operate its own lawful review controls.

B3.3 Keep evidence needed for product safety, sales, refunds, taxes and disputes for legally appropriate periods. Restrict personal data retention to a justified period and preserve records subject to a lawful hold. Provide relevant records reasonably requested by Airspare securely, with unrelated confidential or personal information removed where possible. This clause is in addition to the audit right in clause 9.3.

Schedule B returns and platform disclosures

B4 Consumer cancellations and remedies

B4.1 For an eligible UK distance sale of goods, a Consumer may cancel from contract formation until 14 days after the day of delivery, subject to the applicable rules for split deliveries. They then ordinarily have 14 days after notifying cancellation to return the goods. Supply the required information and model cancellation form before contracting and the required durable confirmation. Missing cancellation information can extend the cancellation period. Only a genuine statutory exception may be used; an ordinary supplier-ordered item is not necessarily bespoke.

B4.2 Refund qualifying cancellation payments, including the least expensive standard outward delivery charge offered. No administration or automatic restocking fee applies. Properly disclosed direct return costs may be borne by the Consumer; disclose required estimates for goods not normally returnable by post. A deduction for handling beyond necessary inspection is allowed only where lawful and supported by evidence of diminished value.

B4.3 Refund without undue delay and within the applicable 14-day deadline. For returned goods, withholding is permitted only until receipt or evidence of dispatch, whichever is earlier, unless the Seller offered collection; where no goods were supplied or collection was offered, apply the cancellation-notice deadline. Use the original payment method unless the Consumer expressly agrees otherwise without fees.

B4.4 Goods must meet applicable statutory standards, including satisfactory quality, description and fitness for a purpose made known and reasonably relied upon. Honour the Consumer Rights Act short-term rejection right, normally 30 days, and subsequent repair, replacement, price reduction or final rejection rights as applicable. A warranty expiry or the end of the cancellation period does not end statutory remedies. Pay legally required reasonable return costs for non-conforming goods; do not force store credit or send the Buyer exclusively to the manufacturer.

B4.5 Aviation products, installed items, opened packaging or missing papers are not blanket exceptions to statutory rights. Preserve identity and traceability on return and assess any lawful deduction or suspected fraud individually. Business Buyers have no automatic Consumer cooling-off right; any B2B commercial return conditions must be agreed before purchase and remain subject to applicable sale-of-goods and unfair-contract-terms law.

B5 Platform disclosures to complete before acceptance

B5.1 Ranking: Products are listed in the order as selected by the Customer, eg relevance, alphabetically, price, number of sellers or as filtered. The default listing is by relevance. Paid placement: Paid promotional placement and advertisements may be displayed on the site or within the listings, which may affect the order of products displayed to a Customer. This must describe the live system, not aspirational functionality.

B5.2 Distribution and ancillary offers: Sellers may agree with Airspare the option to add a fixed or percentage discount on specific products or categories for an agreed period of time. This can be through coupons or applied discounts. For certain Commission Plans, the seller can add discounts through the seller portal on Airspare’s website.

B5.3 Data access: the Seller receives information necessary for its own orders and support, not other sellers’ identifiable customer records. Airspare uses account, listing, transaction and relevant communications data for service, compliance and improvement under its privacy notice. Data is held on Airspare website for a period of 3 months post termination of agreement. Product listing data may be shared with third parties such as analytics companies, search engines etc. Required data also shared with Stripe, SendCloud, Postmark, Brevo and Ideal Postcodes. Only data essential to the operation of our website function will be shared.

B5.4 Seller mediation: Should a dispute arise, each party will consider mediation in good faith; where legally required Airspare bears a reasonable share of its costs. The free complaint process in clause 13 operates regardless of this exemption.

Schedule C aviation and product compliance

C1 General product obligations

C1.1 The Seller must ensure each product may lawfully be supplied in every enabled destination and comply with obligations applying to its role as manufacturer, importer, distributor or other supplier. Supply required identification, manufacturer/responsible-person details, warnings, instructions, conformity documents and markings for that product and territory. Do not assume CE, UKCA or a release certificate alone establishes compliance.

C1.2 Great Britain, Northern Ireland and EU requirements are not interchangeable. Sales into Northern Ireland or the EU may trigger additional product-safety and marketplace requirements, including the EU General Product Safety Regulation where applicable. Such destinations remain disabled unless expressly approved and the required listing information and controls are in place. Airspare retains duties imposed directly on it.

C1.3 A Seller listing aviation parts must hold, before listing and throughout the Agreement, the aviation accreditation or approval specified in the Commercial Details, covering the activities and part types it lists. It must provide current certificates on acceptance and on renewal, notify Airspare within five Business Days of any suspension, withdrawal, adverse audit finding or material change in scope,

and stop listing parts outside the accredited scope. Airspare may approve an equivalent accreditation in writing.

C2 Aviation identification and status

C2.1 For aviation parts, identify manufacturer, part number, serial/batch number where applicable, condition, intended application, known limitations, modification/repair status, life limits, hours/cycles, shelf life, expiry, storage history and provenance to the extent relevant and available. Unknown information must be stated as unknown; it must not be invented or presented as verified.

C2.2 Use “new”, “serviceable”, “overhauled”, “repaired”, “as removed” and similar terms only where supported. An as-removed or untested item must not be presented as serviceable. A part intended solely for display, training or scrap must be clearly identified and controlled against unintended installation; unsafe or prohibited goods cannot be legitimised by a disclaimer.

C2.3 Supply required release documentation and traceability appropriate to the product, intended use and destination. Where applicable, identify UK CAA Form 1, EASA Form 1, FAA Form 8130-3, release basis, issuing organisation and relevant limitations. Do not claim these documents are universally interchangeable or accepted. Not every aviation-related item requires the same certificate; applicable requirements must be determined for that item.

C2.4 Documents must be authentic, legible and linked to the exact item or batch. Do not alter release documents, conceal restrictions or reuse a certificate for another item. Provide material documentation information before purchase and the agreed originals or lawful copies with supply. Protect signatures and unnecessary personal information when publishing previews.

C2.5 Airspare’s listing or seller checks are not an airworthiness approval. The appropriately authorised installer or operator must determine eligibility for the particular installation and perform required checks. This does not relieve the Seller of accurate descriptions, valid documentation, lawful supply or a fitness-for-purpose obligation that applies to its sale.

C3 Traceability storage and returns

C3.1 Preserve required provenance, release, maintenance and sale records for the applicable legal period. Maintain suitable storage, environmental protection and packaging, including electrostatic, moisture, contamination and life-limit controls where relevant. Track serialised items through dispatch and returns.

C3.2 Quarantine suspect, returned or damaged parts until their identity, condition, documentation and eligibility for resale have been assessed by an appropriate competent person. Do not return a recalled or suspected unapproved part to saleable stock without a lawful documented resolution. Cooperate with manufacturers, approval holders and authorities on mandatory reporting and traceability.

C3.3 The records, storage facilities and quality system described in this Schedule are subject to the audit right in clause 9.3. On request the Seller must also supply, within five Business Days, the

traceability and release records for any specific item sold through the Marketplace.

Schedule C restrictions and safety response

C4 Prohibited products and conduct

C4.1 Do not list stolen or counterfeit goods, falsified documentation, goods whose supply is unlawful, unsafe or recalled goods without a lawful completed remedy, or suspected unapproved aviation parts as approved/serviceable. Do not sell controlled items without required authority or to prohibited destinations or persons. Airspare may reject a category it cannot responsibly support even if lawful elsewhere.

C4.2 Weapons, ammunition, explosives, medicines and radioactive products are not permitted under this standard seller agreement. Any future category change requires specific legal, insurance, payment-provider and operational review and an express amendment; ordinary listing approval does not override this prohibition.

C4.3 The Seller must comply with Sanctions and Export Laws in every sale. It must classify each product for export control, obtain and comply with any required licence, screen Buyers, consignees and stated end-users against applicable sanctions lists, and refuse or cancel any Order where the destination, end-user or end-use is prohibited or raises an unresolved red flag, including suspected diversion to a sanctioned country. It must not route goods through third countries to avoid restrictions. It must keep screening and licence records for at least five years, notify Airspare immediately of any suspected breach, and cooperate with Airspare’s screening and any authority enquiry. Airspare may block, hold or cancel an Order, restrict listings or terminate under clause 11 where it reasonably believes a sale may breach Sanctions and Export Laws.

C5 Products requiring prior category approval

C5.1 Prior written category approval is required for dangerous goods, lithium batteries, chemicals, aerosols, compressed gases, oxygen equipment, military/dual-use controlled items and used life-saving equipment. Supply applicable licences, safety data, transport classification, packaging and carrier arrangements, and relevant inspection/service records before activation. Approval does not transfer the Seller’s compliance duties.

C5.2 PPE, lifejackets, liferafts, survival equipment and emergency devices must carry the applicable conformity, service, expiry and usage information. Electrical and battery products require their applicable safety, environmental and producer-responsibility compliance. Category-specific WEEE, battery, chemical, radio-equipment or other obligations apply where relevant; the general agreement is not a product certification.

C5.3 Dangerous-goods shipments and returns must use appropriately trained persons, lawful packaging, documentation and an authorised carrier/service. Do not ask a Buyer to put a damaged battery, gas cylinder or other restricted item into ordinary post. Arrange safe instructions or collection

as required. A shipping integration does not guarantee transport eligibility.

C6 Safety incidents recalls and regulatory cooperation

C6.1 Immediately stop affected sales and dispatch and notify Airspare's urgent safety contact on discovering a credible serious safety concern, counterfeit or unapproved part, recall or material documentation falsification. Act without delay; an initial written report must be supplied within 24 hours where practicable, with known products, serial/batch numbers, orders, risk and containment steps. Do not delay mandatory authority notifications while waiting for Airspare.

C6.2 Preserve evidence and traceability, identify affected Buyers, cooperate with authority and manufacturer instructions, and provide prompt factual updates. The Seller must carry out withdrawals, recalls, repairs, replacements or refunds required of it. Airspare may stop listings and contact affected Buyers where necessary or legally required. Communications must not minimise a known risk or claim regulator approval without evidence.

C6.3 The Seller bears reasonable, evidenced response costs to the extent caused by its breach or products for which it is legally responsible, subject to clauses 8 and 10 and no double recovery. Airspare bears costs caused by its own breach or independent unlawful conduct. Neither party may rely on a commercial dispute to delay urgent protective action.

Appendix A plans and commission

The Seller's Commission Plan is the plan chosen in its seller application or seller account and confirmed by Airspare. At version 1.1.0 of this Agreement the standard plans are:

Plan	Monthly subscription (excl. VAT)	Standard commission (excl. VAT)
Starter	£0	14%
Growth	£49.99	11%
Professional	£99.99	8%

Commission is calculated on the base in clause A1.2. A minimum commission of £2.50 (excl. VAT) applies to each Order for each Seller. Some product categories have their own commission rate, which is shown to the Seller in its seller account before it lists in that category.

A charity registered with the Charity Commission for England and Wales, OSCR or the Charity Commission for Northern Ireland, or a trading company wholly owned by one, may be approved by Airspare for the charity rate: no monthly subscription, 3% commission and a minimum commission of 50p (excl. VAT) per Order.

A rate agreed with a Seller individually in writing replaces the standard rate for that Seller. Changes to these plans and rates follow clause 12.

End of the seller agreement

The Contract Details, Commercial Details, clauses 1–14, Schedules A–C, Appendix A and any Marketplace Policies listed in the Contract Details are accepted together. The separate Airspare Review and Launch Checklist is not part of this Agreement and must not be incorporated through a generic link to “all policies”.