



January 2016

**Terms of Sale:**

Terms are set forth by Aviation Airmotive, Inc. and may require deposits or advance payment from Customer prior to shipment. All Open Account Terms are stated on invoice and shall commence from invoice date. If payment is past due from the agreed account terms, interest shall accrue on any unpaid balance at 1.5% (APR 18%) per month or the highest rate permitted by applicable law. Aviation Airmotive, Inc. reserve the right to change or withdraw any credit terms previously extended in the event that any payment is past-due. Aviation Airmotive, Inc. may suspend further shipments of any and all parts until all such indebtedness has been fully paid. All payments shall be made in U.S. Dollars. CUSTOMER will pay and agrees to indemnify, defend and hold Aviation Airmotive, Inc. harmless from any taxes, including but not limited to sales taxes, imposed by any taxing authority as a result of performance hereunder.

**Delivery and Title**

Unless otherwise agreed, delivery shall be made F.O.B. shipping point and according to the delivery schedule specified herein. Title and risk of loss of each part will pass to CUSTOMER upon shipping. Such delivery schedule is approximate only and subject to delays due to causes beyond control or force, including, but not limited to, acts of God or the public enemy, acts or omissions of the Government, warlike operations, insurrections or riots, strikes or other labor disputes, or freight embargoes, inability to secure or failure to supplier to deliver parts or materials, floods, explosions, fires, earthquakes, failure of transportation or any other causes beyond control. In the event of such delay, the delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Aviation Airmotive, Inc. in no event shall be liable for any special incidental or consequential damages.

**Return of Goods:**

A Request for return of material authorization (RMA) for material eligible for return must be submitted in writing within thirty (30) days from the original ship date. An RMA provided by Aviation Airmotive, Inc. does not automatically invalidate condition of original sale. Goods must be evaluated prior to reimbursement of any or all portions of original payment. Additionally, at the company's discretion, Aviation Airmotive, Inc. retains the right to charge a restocking fee when applicable. Requirement with RMA is that all documentation be returned with rejected material, any goods returned without original documentation will be rejected and the terms of original sale will be enforced. Any request to return Serviceable (SV) condition material due to failure, requires a report from a certified agency submitted prior to RMA issues. Aviation Airmotive Inc., reserves the right to verify material failure at any certified agency of its choice. If disposition is determined to be no fault found, CUSTOMER may be liable for evaluation fees and/or shipping charges incurred. Overhauled (OH) condition material will fall within warranty policy offered by Aviation Airmotive, Inc. However, if unit is opened for any reason, this will void the warranty and material will not be accepted as a return for credit.

**Export Control:**

These commodities are subject to export controls in accordance with the Export Administration Regulations, 15 CFR 730 (EAR). <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>  
Export of these commodities from the United States, or re-export of these commodities from one foreign country to another, may require a license from the U.S. Department of Commerce.

**Indemnification**

CUSTOMER hereby releases and agrees to defend, indemnify and hold Aviation Airmotive, Inc.; its directors, officers, employees and agents harmless and against any and all liabilities, claims, demands, suits, damages and losses (including, without limitation all attorney's fees costs and expenses in connection there with or incident thereto) for deaths of or injuries to any persona whomsoever (including, without limitation CUSTOMER's employees) and for loss of, therewith or incident thereto) and for loss of, damage to destruction of, or delay in the delivery of any property whatsoever (including, without limitation, aircraft of CUSTOMER) in any manner arising out of or in connection with the Parts subsequent to their delivery by Aviation Airmotive, Inc. hereunder regardless of the negligence, active or passive, of Aviation Airmotive, Inc. its directors, officers, employees or agents. CUSTOMER will, at the request of Aviation Airmotive, Inc. negotiate any claim or defend any action or suit brought against Aviation Airmotive, Inc. or in which Aviation Airmotive, Inc. is joined as a party defendant based upon any matters for which CUSTOMER has released and indemnified Aviation Airmotive, Inc. hereunder.

**Consequential Damages**

IN NO EVENT WILL AVIATION AIRMOTIVE, INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST REVENUES, LOST PROFIT, OR LOSS OF PROSPECTIVE ECONOMIC ADVATNAGE, RESULTING DIRECTLY OR INDIRECTLY FROM THIS TRANSACTION OR THE USE OF THE PARTS OR ANY INABILITY TO USE SUCH EITHER SEPARATELY OR IN CONJUNCTION WITH OTHER PARTS OR EQUIPMENT. Any and all damages incurred in transit must be reported within two (2) days or 48 hours of receipt. Photos of the damaged packaging must be submitted along with photos of the damaged material.

**Selection/Choice of Law:**

The terms and condition stated have been made in the State of Florida, U.S.A. and shall be interpreted in accordance with the laws of the State of Florida without regard to conflict of Law Principles. Any claim or controversy between parties arising out of these terms and conditions of sale will be under the jurisdiction of the State of Florida, U.S.A. In the event Aviation Airmotive, Inc. must engage an attorney or commence an action against a Customer arising out of facts and circumstances related to these terms and conditions of sale including, but not limited to, Customer's breach of any of its obligations hereunder, Aviation Airmotive Inc., reserves the right to recover its reasonable Attorney's fees, cost, and other expenses incurred in connection there with. If Customer is from another country, all rights and obligations of the parties shall by the law of the State of Florida.