

# Standard Terms and Conditions



**1. Acceptance of Terms and Conditions:** The Parts referenced on the invoice hereof are being shipped subject to PURCHASER's agreement that only these Standard Terms and Conditions shall govern the transaction. PURCHASER's acceptance of these Parts or other performance hereunder will constitute such agreement. No modifications of this order shall be binding upon the parties hereto unless in writing signed by both parties hereto. In the event of any conflict between any purchase order form used by PURCHASER and the terms and conditions of this order/invoice, the terms and conditions of this order/invoice shall prevail. This order shall be interpreted in accordance with, and the construction thereof shall be governed by, the laws of the State of Florida. Captions, as used in these terms and conditions, are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer. This order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## **2. Limited Warranty for Sale of Parts:**

i. SELLER warrants, for a period of thirty (30) days following the date of delivery, to the PURCHASER that the articles supplied by SELLER hereunder (the "Goods") shall be free from defects in workmanship. SELLER'S liability under the warranty contained in the preceding sentence is limited to the replacement or repair at the facility at which the original work was performed of any unit of the Goods which has been returned to it and which, in SELLER'S opinion, is defective, provided

(i) that transportation charges and any and all sales taxes, duties, imposts or excises thereon shall be paid by PURCHASER;

(ii) that the unit has been maintained subsequent to the completion of SELLER'S performance hereunder in accordance with the current recommendations of the Federal Aviation Administration, the manufacturer thereof, and SELLER as set forth in the current maintenance manuals; and

(iii) that the unit has been used under normal operating conditions, has not been subject to misuse and has not been repaired or altered by anyone other than SELLER. SELLER shall have sole right to determine whether the unit shall be repaired or replaced. The aforesaid warranty does not include any labor charges of PURCHASER for replacement of parts, adjustments or repairs or any other work unless such charges are assumed or authorized in writing by SELLER. No warranty whatsoever is made with respect to the Goods or any item thereof including, but not limited to, parts, units, equipment, apparatus or instruments supplied to the SELLER.

ii. THE WARRANTY SET FORTH IN PARAGRAPH A OF THIS SECTION 2, AND THE OBLIGATIONS AND LIABILITIES OF SELLER THEREUNDER, ARE EXPRESSLY IN LIEU OF AND PURCHASER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTIES, CONDITIONS, DUTIES, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE GOODS SUPPLIED OR SERVICES RENDERED HEREUNDER, INCLUDING WITHOUT LIMITATIONS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND PURCHASER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOST REVENUES, LOST PROFIT, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE) SUFFERED BY PURCHASER, DIRECTLY OR INDIRECTLY, ARISING OUT OF SELLER PERFORMANCE HEREUNDER EXCEPT TO THE EXTENT SET FORTH ABOVE, WHETHER OR NOT CAUSED BY SELLER'S NEGLIGENCE. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING, OR EXTENDING SELLER'S LIABILITY HEREUNDER SHALL BE BINDING ON SELLER UNLESS IN WRITING AND SIGNED BY THE PURCHASER AND SELLER'S DUTY AUTHORIZED OFFICER OR REPRESENTATIVE. The price allocable in this order to any item or service alleged to be the cause of any loss or damage to the PURCHASER shall be the ceiling limit on SELLER'S liability, whether founded in contract or tort (including negligence), arising out of, or resulting from, (i) this order or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or (iii) the use of any product or the furnishing of any such service. In no event shall SELLER have any liability for any incidental or consequential damages.

**3. Indemnification:** PURCHASER hereby releases and agrees to defend, indemnify and hold SELLER, its directors, officers, agents and employees, harmless from and against any and all liabilities, demands, suits, damages, losses, expenses, claims, fines or judgments (including, without limitation all attorney's fees costs and expenses in connection therewith or incident thereto) for deaths of or injuries to any persons whomsoever (including, without limitation PURCHASER'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 PURCHASER) in any manner arising out of or in connection with the Parts subsequent to their delivery by SELLER hereunder regardless of the negligence, active or passive, of SELLER's director, officers, employees or agents. PURCHASER will, at the request of SELLER negotiate any claim or defend any action or suit brought against SELLER or in which SELLER is joined as a party defendant based upon any matters for which PURCHASER has released and indemnified SELLER hereunder. In the event the aforesaid provisions of the agreement relieving SELLER from liability for its own negligence or any other provision whatsoever should for any reason be held ineffective, unenforceable or contrary to public policy, the remainder of the agreement shall remain in full force and effect notwithstanding.

**4. Delivery and Title:** Unless otherwise agreed, delivery shall be made F.O.B. shipping point (SELLER's warehouse or other location) and according to the delivery schedule specified herein. Title and risk of loss of each part will pass to PURCHASER upon delivery. Such a delivery schedule is approximate only and subject to delays due to causes beyond SELLER's control. SELLER shall not be liable to PURCHASER for damage to or loss or destruction of any property of PURCHASER in the custody or possession of SELLER or for delays in the performance of the work specified in this order, if such damage, loss, destruction or delay arises from any cause or causes beyond the control of SELLER including, but not limited to, acts of God, acts of federal, state or local governments or any agencies or officers thereof, fire, the elements, flood, earthquakes, explosions, accidents, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, epidemic, quarantine restrictions, strike, walkout and disputes or differences with workmen. 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. In no event shall SELLER be liable for any special incidental or consequential damages. All claims for damages incurred during shipping must be made against the carrier and/or PURCHASER's insurance company.

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**5. Inspection and Acceptance:** PURCHASER will accept each Part upon Delivery in accordance with the provision hereof, subject only to rejection of any non-conforming Part by notice in writing given within thirty (30) days after Delivery. SELLER must be notified of any shortages within five (5) days of receipt of material. If a Part is non-conforming and PURCHASER fails to return it to SELLER or notify SELLER of the non-conformance within said thirty (30) day period, then it will be conclusively deemed for all purposes that the Part conforms in all respects. A Part will be deemed non-conforming only if it is functionally defective or does not conform to the relevant condition prescribed on the order/invoice as determined by SELLER. PURCHASER will promptly return to SELLER, or otherwise dispose of any non-conforming part pursuant to SELLER's written instructions (SELLER RMA Policy) and at SELLER's expense, which will be given within thirty (30) days of SELLER's receipt of PURCHASER's written notice of rejection for non-conformance. If SELLER fails to furnish PURCHASER with such instructions, PURCHASER will return any non-conforming Part to SELLER at SELLER's expense in accordance with commercially reasonable practices, subject to confirmation of the non-conforming status by SELLER. SELLER reserves the right and has the sole discretion to determine the non-conforming status of a Part and will not issue a credit for the Part to PURCHASER should the request from PURCHASER be determined as incorrect or invalid. SELLER will, within a reasonable period of time after notice of rejection and non-conforming status, ship conforming Parts to replace any non-conforming Parts unless PURCHASER cancels its order with respect to such non-conforming Parts. All returns, for any reason, other than SELLER approved warranty issues, will be subject to a 25% restock fee.

**6. Warranty Notice:** All Part(s) returns must have a Return Material Authorization number (RMA) in order for SELLER to consider issuing a credit or replacement. Please write the RMA on each carton in order to expedite the processing of your warranty claim. To obtain an RMA call 1-954-421-2510 and contact your Sales or Account Manager Representative.

**7. Taxes:** PURCHASER will pay and agrees to indemnify, defend and hold SELLER harmless from any and all taxes and duties (not including any income or excess profit taxes) which may be imposed by any taxing authority, arising from the sale, repair, delivery or use of the Goods and for which SELLER may be held responsible for collection or payment, either on its own behalf or that of PURCHASER shall be paid by PURCHASER to SELLER upon SELLER'S demand.

**8. Payment terms:** Payment shall be made in U.S. Dollars and payments terms, unless otherwise specified on the face side of the order/invoice, will be "Cash on Delivery". All payments shall be made in full on or before the due date. Overdue accounts shall bear interest at a rate equal to one and one-half (1.5) percent per month, compounded monthly (annual rate of 18%). The PURCHASER agrees to pay all cost of collection, including all attorney fees in the event it becomes necessary to enforce payment thereof. No other payment terms shall be binding upon the parties hereto unless in writing signed by both parties hereto prior to each sales transaction.

**9. Default:** If before completion of this order by SELLER, a receiver or trustee is appointed of any of PURCHASER'S property, or PURCHASER be adjudicated as bankrupt, or application for reorganization under the Bankruptcy Act be filed by or against PURCHASER which shall not be dismissed within thirty (30) days or if PURCHASER becomes insolvent or makes an assignment for the benefit of creditors, or takes, or attempts to take, the benefit of any insolvency, or an execution be issued pursuant to a judgment rendered against PURCHASER, or should PURCHASER be unable or refuse to make payment to SELLER in accordance with any of its obligations to SELLER, (i) SELLER may at its option in any such events terminate this order by giving to PURCHASER a written notice of its intention to do so and SELLER shall thereupon be relieved of any further obligations to PURCHASER and PURCHAER shall reimburse SELLER for its termination costs and expenses and a reasonable allowance for profit, and (ii) SELLER shall have a lien upon any property of PURCHASER in SELLER'S possession to the extent of the obligations owed to SELLER hereunder and SELLER shall have the right to sell or otherwise dispose of any such property to satisfy such obligations.

**10. Assignment:** SELLER shall have the right to assign to any third party SELLER'S rights and obligations under this order, including the right to receive payment hereunder, as security for a loan or otherwise.

**11. Governing Law:** This order/invoice shall be construed and governed according to the law of the State of Florida. If the PURCHASER is from a country, which has ratified the 1980 UN Convention on Contracts for the Int'l Sale of Goods, the rights and obligations of the parties shall not be governed by such Convention but shall be governed by the law of the State of Florida.

**12. Entire Contract:** The express terms and conditions contained on the invoice/order and those set forth on any continuation sheets, contain the entire understanding of the parties with respect to the sale of the Parts. Any terms and conditions proposed by PURCHASER on said purchase order which add to, vary from or conflict with the terms and conditions herein are hereby expressly objected to, and may become effective only if accepted by SELLER in writing.