



# Aircraft Trading, Inc.

12269 SW 129<sup>TH</sup> Court  
Miami, FL 33186

P. 305-597-8331  
F. 786-842-3272

## TERMS AND CONDITIONS

### ACKNOWLEDGMENT

Buyer acknowledges that, notwithstanding anything contrary in its purchase order or other documents, receipt and acceptance of Aircraft Trading, Inc.'s goods and services shall constitute acceptance of these terms and conditions. These conditions shall take precedence over any oral or written agreement including but not limited to your purchase order form. Any conditions or terms which are not contained herein are hereby rejected by Aircraft Trading unless accepted in writing by an authorized officer of Aircraft Trading. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and or services described on the attached invoice are shipped to the buyer.

### MINIMUM ORDERS

Unless otherwise agreed, minimum orders are \$50.00 USD

### PRICING

Every effort will be made to maintain the quoted prices valid for 30 days. However, prices are subject to change (without notice) due to changes in costs of material and/or manufacturing prices. If any change occurs in pricing, you will be notified before your S.O is shipped, and given the opportunity to cancel your S.O.

### EXCHANGE TERMS

Core charge(s) will be billed in advance unless prior arrangements have been made. To avoid late fees and/or outright billing of replacement cost, all core units must be returned to us within 30 days of receipt. A late fee may be charged to any exchange order in which the core is not returned within 30 days. The late fee is equal to 10% of the original price per week or a fraction thereof. The core must be the same part number unless otherwise stated in writing. It must have a legible data tag with part and serial number on it or it may be rejected. All shipping charges, involved in returning a core, including but not limited to freight, customs, duties, and taxes must be prepaid by the Buyer. Failure to do so may result in refusal of the shipment at the Buyers' expense.

### STANDARD EXCHANGE (ADDITIONAL TERMS)

Excessive repair / overhaul charges on your core unit plus any additional freight charges incurred will be billed as they become available. If Core is found Beyond Economical Repair (BER) then an additional charge for the replacement price will be due immediately. Evaluation of your core may take up to 90 days from receipt; if further time is needed we will notify you at that time. Standard Exchange cannot be changed to Flat Rate Exchange without written approval.

### FLAT RATE EXCHANGE (ADDITIONAL TERMS)

Flat rate exchange excludes cores that are found BER, previously disassembled, incomplete, or units containing unauthorized units. If Core is found BER, an additional charge for the replacement price will be due immediately.

### LIFE LIMITED UNIT EXCHANGE

Time sensitive units are required to have log book entries stating time since new (TSN), cycles since new (CSN), unit number, serial number, aircraft model, aircraft FAA approved repair station license number and inspectors stamp. To avoid late fees and/or outright billing of replacement cost required cores must be returned with these documents.

### RENTAL / LOANER TERMS

Rental / loaner prices are billed per month plus recertification, unless otherwise stated in writing. When returning the rental unit, it must have documentation with hours and/or cycles that the unit was in use or additional rental fees may apply. Rental / loaner units will be sent out for evaluation and if any unusual problems arise there may be additional charges.

### AS REMOVED S.O. TERMS

As removed (AR) units are sold based on unit requiring an overhaul/repair; AR units do not qualify for warranty. If unit is determined to be BER, it can be returned for a full refund within 30 days from the invoice date, unless otherwise stated in writing. A copy of a work order from an FAA approved repair station must be provided stating that the unit is BER.

### CERTIFICATION

Aircraft Trading, Inc. maintains complete traceability on all items. Upon request a Certificate of Conformance can be provided. If a copy of the manufacturer's certification is required, this must be specified on your purchase order and an additional charge may apply. FAA 8130-3 forms are issued with overhauled, serviceable or new units unless stated otherwise.

### SHIPPING

Every effort will be made to ship stocked items same day. Lead time will be provided for out of stock items. All orders are shipped F.O.B Miami, unless stated otherwise. Domestic shipments will be shipped without a declared value; however, international shipments will be declared with invoice amount. We cannot alter declared value amount to be less, no exceptions. Buyers can request shipment insurance at their expense.

### SHIPPING DAMAGE

Damage due to shipping must be reported to Aircraft Trading, Inc. within 24 hours of receipt and claimed with the appropriate freight company; any notice after this allowed time will be subject to discretion. Aircraft Trading, Inc. will replace said S.O, as described in the "Warranty" clause, when damage is due to improper packaging. Aircraft Trading, Inc. will not be liable for, including but not limited to, damage due to the freight company's neglect, lost shipment, and/or delays.

### RETURN POLICY

Buyer may only return goods purchased if the seller agrees to accept the return. Seller currently offers a 30-day return policy. Buyer must contact an authorized representative to make formal return request. All shipping charges involved in returning a unit, included but no limited to freight, customs, duties and taxes, must be prepaid by the shipper. Once the return has been made, it will be individually evaluated by the authorized representative. No refund or credit of any type will be given until the good in question has been inspected and evaluated. Returned goods must be returned in the same condition as sold and must be suitable for resale if applicable. Goods must not have been used, installed, modified, rebuilt, reconditioned, repaired, damaged, or altered in any form. Credit issued for authorized returns shall be subject to the following deductions: (A) Cost of returning item to sellable condition. (B) Handling and restocking charge which will be 20% of the price goods sold at. (C) Re-certification fee may apply.

### WARRANTY

New, Overhauled, or serviceable units supplied by Aircraft Trading, Inc. are warranted to be free from defects in material and workmanship. Warranty, if any, is strictly limited to the warranty terms offered by the MRO> Seller does not offer any additional warranty. Any unit sold in "AS REMOVED" or "AS IS" condition is not eligible to be returned for warranty. Some TBO Controlled units will have an hour/cycle warranty limit; these units will be noted by "Limited Warranty". The Buyer is required to provide Aircraft Trading Inc., under the respective warranty times, with written notice of a claimed defect, including reasonable proof that the defect is covered by the warranty. Buyer is responsible for all return shipping charges. Defective units will be sent to FAA approved repair station for evaluation. If unit is found to be defective in material or workmanship, unit will be repaired and a fresh 8130 will be provided. Aircraft Trading Inc. will reimburse Buyer of shipping charges up to \$200.00 if and only if unit is found to be defective. If a replacement unit is supplied prior to evaluation of such unit, Aircraft Trading Inc., will Invoice this replacement unit at the current price until an evaluation can be made on the warranty unit. Aircraft Trading Inc. reserves the right to deny warranty and/or terminate its warranty obligation, if at any time: (I) Buyer's account becomes delinquent or in default (II) or the Buyer, on their own behalf, purchases a replacement unit from a second source. Aircraft Trading Inc., 's liability for breach of any obligation with respect to the sale of the unit is limited solely to the refund of the invoice price of the product or replacement of the product, at our option. This Warranty excludes any liability for cost of installation of the product, removal of the product and any damages for lost profits or consequential damages.

### TAXES

A Resale Tax Certificate should be provided to avoid taxes. If it is not, Buyer agrees to pay any taxes imposed by law on account of the goods and services ordered.

### PAYMENT TERMS

Payment terms are expressed on the attached invoice. Buyer agrees to pay for all goods and or services that are mentioned on the attached invoice. Failure to remit payment within the specified terms will lead to the buyers account being frozen and all invoices whether past due or not shall become immediately due for payment. All past due amounts are subject to financial charges in the amount of 1.5% of the invoice total once per month until balance has been settled. Should legal counsel become necessary to collect unpaid balances, customer agrees to pay all collection fees incurred including, but not limited to attorney fees, court costs, interest, and finances charges.



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### BILLING DISPUTES

Any disputes over charges made by Aircraft Trading, Inc. must be submitted to mediating as a prerequisite to the filing of any lawsuit. The mediation conference shall take place in accordance with the current Commercial Industry Mediation Rules of the American Arbitration Association. Venue for any mediation conference will be in Miami-Dade County, Florida and any litigation shall be governed by and construed in accordance with the laws of the State of Florida without regard to that state's conflict of law provisions or the laws of your state of residence. The prevailing party, as determined by a court of competent jurisdiction, in any litigation involving the interpretation or enforcement of the S.O. shall be entitled to recover its attorney fees (including paralegal fees and attorney fees on any appeal) and costs from the other side.

### TERMINATION AND CANCELLATION

Aircraft Trading INC.(Seller) shall have the right to terminate and cancel any contract for the sale of the Products if Seller determines that Buyer's credit is not satisfactory or if payment for said product(s) has not been made within 7 business days of receiving Seller's Sales Acknowledge. Any such termination or cancellation shall be effective upon notification (either orally or in writing) to the Buyer and shall be without liability to the Seller.