



Terms and Conditions

Acknowledgment

Buyer acknowledges that 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 quotations, purchase orders, agreements and sales made by Aircraft Trading, Inc. These terms prevail over any Customers' general terms. Any conditions or terms which are not contained herein are hereby rejected by Aircraft Trading, Inc. unless accepted in writing by an authorized officer. Buyer will be deemed to have agreed to all terms and conditions contained herein if any part of the goods and/or services described on the attached invoice are provided to the buyer.

Purchase Orders

Buyer acknowledges that any Purchase Order ("PO") submitted to Aircraft Trading, Inc. is deemed an offer to purchase only and shall not be binding upon Aircraft Trading, Inc. unless and until Aircraft Trading, Inc. issues a written Sales Order Acknowledgement ("SOA"), Pro-Forma Invoice, or Invoice. Aircraft Trading, Inc. reserves the right, in its sole discretion, to accept, reject, modify, or cancel any PO, in whole or in part, prior to issuance of the SOA. No verbal communication, quotation, price indication, shipment preparation, or other action shall constitute acceptance of a PO. In the event of any discrepancy between a PO and the SOA, the terms and conditions contained in the SOA shall prevail. Any terms and conditions contained in the Buyer's PO that conflict with or supplement Aircraft Trading, Inc.'s Terms and Conditions are expressly rejected.

Minimum Orders & Cutoff Time

Unless otherwise agreed, minimum orders are \$100.00 USD. Cutoff time for orders is 13:30 EST; anything thereafter is subject to an AOG fee of \$350 USD.

Pricing

Every effort will be made to maintain quoted prices for 30 days. However, prices are subject to change (without notice) due to changes in costs of material, repair increase, and/or manufacturing prices. Price quoted is based on quantity and line items quoted; changes in quantity or line items may result in price change. If any change occurs in pricing, you will be notified and have 24 hours to agree, or we reserve the right to cancel your order. Orders with items that have to be ordered directly from the manufacturer and/or supplier cannot be cancelled once items have been ordered. Aircraft Trading, Inc. reserves the right to correct pricing errors of a clerical, arithmetical, or typographical nature and these shall not be considered a price change.

Exchange Terms

Exchange fees are *NON-REFUNDABLE*. 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 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

Aircraft Trading, Inc.
12240 SW 128th Ct. Unit 103, Miami, FL 33186
Ph. 305-597-8331 | Fax. 305-964-7227
www.airctrading.com



Time sensitive units are required to have logbook entries noting 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, 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 SO Terms

As removed (AR) units are sold based on units 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, with 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. Aircraft Trading, Inc. offers a 30-day return policy. Buyer must contact an authorized representative to make a formal return request. All shipping charges involved in returning a unit, included but not 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 goods in question have 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 unit is found to be defective. If a replacement unit is supplied prior to

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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 discretion. This Warranty excludes any liability for cost of installation of the product, removal of the product, and any damages for lost profit 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 services that are mentioned on the invoice. Failure to remit payment within the specified terms will lead to the buyers' account being placed on hold 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.

Billing Disputes

Any disputes over charges made by Aircraft Trading, Inc. must be submitted to mediation 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 unity, 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. reserves the right to terminate or refuse any order for any reason, including but not limited to, stock availability, inaccuracies or errors in product or pricing information, problems identified by our finance and fraud department, or if payment for the order has not been made within *7 business days* of receiving seller's Sales Acknowledgement. Any such termination or cancellation shall be effective upon written notification to the Buyer and shall be without liability to the Seller.

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