

#### **ACCEPTANCE AND ACKNOWLEDGMENT**

Any performance on the sales order (hereinafter referred to as S.O.) is deemed an acceptance, without exception, of the terms and conditions set forth on the face of the sales order and in these terms and conditions. Upon your request, we will acknowledge receipt of hard copy purchase orders, and their acceptance or denial, via fax within one (1) working day.

#### **S.O. MINIMUMS**

Unless other terms have been agreed, minimum orders are \$25 per domestic S.O. and \$50 per international S.O.

#### **PRICING**

Every effort will be made to maintain the quoted prices and will be valid for thirty (30) days; however, prices are subject to change (without notice) due to changes in costs of material and/or manufacturing services. 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 S.O. TERMS (ALL TYPES)**

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 fifteen (15) days of receipt. A late fee may be charged to any exchange S.O. in which the core is not returned within thirty (30) days. The late fee is equal to 10% of the original price per week or a fraction thereof. Cores being returned should be accompanied by a Core Return Sheet to help expedite the processing of the S.O. The Core Return Sheet will accompany the exchange part, or can be obtained by contacting your sales representative. The core must be a like part number unless otherwise stated in writing. It must have a legible data tag with part number 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 the core is found Beyond Economical Repair (B.E.R.) by a shop then an additional charge for the core value and a core evaluation fee will be due. Evaluation of your core may take up to ninety (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, Beyond Economical Repair (B.E.R.), previously disassembled, incomplete, or units containing unauthorized parts.

#### **LIFE LIMITED PART EXCHANGE (ADDITIONAL TERMS)**

Time sensitive parts are required to have log book entries stating time since new (TSN), cycles since new (CSN), part number, serial number, aircraft model, aircraft serial number, aircraft tail number, A&P mechanic signature and license number or 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 S.O. TERMS**

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

#### **AS REMOVED / REPAIRABLE S.O. TERMS**

As removed and repairable (AR, RP) merchandise is sold based on such part requiring a overhaul/repair, if such part is determined to be beyond economical repair (B.E.R.) then it can be returned for a full refund within thirty (30) days from the date of sale, unless otherwise stated in writing. Such part must also have a copy of a work order from an FAA approved repair station stating that it is beyond economical repair (B.E.R.).

#### **CERTIFICATION**

March Aviation, Inc. maintains complete traceability on all items. Upon request, at no additional charge, a Certificate of Conformance can be supplied. If a copy of the manufacturer's certification is required, this must be stipulated on your purchase order and an additional charge may be assessed. FAA 8130-3 forms are issued with overhauled, serviceable or new parts unless otherwise noted.

#### **DELIVERY**

The majority of items we offer are in stock. Stocked items will be shipped the same day unless delayed delivery is requested. If we are temporarily out of stock, you will be notified and a lead time will be provided for the back-ordered item. All S.O. will be shipped F.O.B. origin via the arrangements that have been made. S.O. over \$10,000 in value will be charged an insurance fee of .5% regardless of buyer's request. Buyer can request no insurance on S.O. below \$10,000 but will be required to complete an "Insurance Release" form prior to the S.O. being filled. This form can be obtained by contacting your sales representative. March Aviation will not be liable for any S.O. which the buyer has refused insurance. S.O. without insurance will become the property of buyer once the shipment has left March Aviation's dock.

#### **SHIPPING DAMAGE**

Damage due to shipping must be reported to March Aviation, Inc. within forty-eight (48) hours and claimed with the appropriate freight company, any notice after this allowed time, will be subject to March Aviation's discretion. March Aviation, Inc. will replace said S.O., as described in the WARRANTY clause, when said damage is due to improper packaging. March Aviation, Inc. will not be liable for, including but not limited to, damage due to the freight company's neglect, lost shipment, or delays.

#### **RETURN POLICY**

Under certain conditions, shipments of parts regularly carried in stock may be returned. Please contact your sales representative for a Return Material Authorization (RMA) number within thirty (30) days of invoice date. Customers who do not obtain an RMA will be responsible for any excess costs incurred. Parts must be returned in the original March Aviation, Inc. packaging and with the original traceability paperwork provided. All items approved for return are subject to a restocking fee of 20% and possible re-certification fee. All freight charges are non-refundable. No material will be accepted after a period of thirty (30) days. All shipping charges, involved in returning a unit, including but not limited to freight, customs, duties, and taxes must be prepaid by the shipper. Failure to do so may result in refusal of the shipment at the Buyers expense.

#### **WARRANTY**

New, overhauled or serviceable parts supplied by March Aviation, Inc. are warranted to be free from defects in material and workmanship at the time of delivery. Warranty consideration is valid for twelve (12) months for new or overhauled parts and six (6) months for new surplus or serviceable parts, or twelve (12) months on any Flat Rate Exchange part from the shipment date of the part. Some TBO controlled units will have an hour, cycle, or time warranty limit; these units will be noted by "Prorated/Limited Warranty". Limited Warranty units must be sent in for warranty repair. If time does not permit then a prorated exchange will be offered for Limited Warranty units. Wheels with a tire, carry a warranty on the wheel only. Tires are not warranted by March Aviation but rather the MFG of the tire. Brakes must be sent in for warranty repair. Off the shelf replacement is not applicable for tires and brakes. If within the time stated above or noted on the SO/Invoice, such part is found to be defective in material or workmanship, March Aviation, Inc. shall, if it confirms the existence of the defect, replace such defective part at its own expense and with reasonable promptness or refund our invoice price. The Buyer is required to provide March Aviation, Inc. with written notice of a claimed defect, including reasonable proof that the defect is covered by the warranty, within two (2) weeks after the defect becomes apparent. If a replacement unit is supplied prior to evaluation of such part, March Aviation, Inc. will invoice this replacement unit at the current price until such evaluation can be made on the warranty unit. Shipping charges, involved in replacement and/or returning a warranty unit, will be covered by March Aviation up to a maximum of \$250. If March Aviation, Inc. is unable to verify the claimed defect, then any fees incurred to return the unit to the original condition as sold plus a \$100.00 processing fee will be charged. March Aviation, 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. March Aviation, Inc.'s liability for breach of any obligations with respect to the sale of the part is limited solely to the refund of the invoice price of the product or replacement of the product, at our option. This Warranty expressly excludes any liability for cost of installation of the product, removal of the product and any damages for lost profits or consequential damages.

#### **PAYMENT TERMS**

Shipments to customers, who have not established credit terms will be made on a C.O.D. basis, charged to a credit card (VISA, MasterCard or American Express only) or wire transfer. The bank transfer information can be obtained by contacting your sales representative. Invoices will be faxed at the time of shipment. Payments from customers who have been given open terms should be mailed to the address shown on the invoice within thirty (30) days of receipt or else such payments will be subject to an interest charge of 1.5% per month until paid and any collection costs or fees incurred (unless special terms were arranged). Accounts with unpaid balances over sixty (60) days will be placed on credit hold. March Aviation, Inc. reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice, and to require guaranteed security or payment in advance for the amount of the S.O.

#### **CREDIT APPLICATION**

Customers that wish to pay on credit terms but have not established credit with March Aviation, Inc. must fill out and sign an "Application for Credit" form. This form can be obtained by contacting your sales representative. Once completed this application must be returned via fax. The application will be reviewed and the customer will be notified of possible credit terms.

#### **TAXES**

Buyer agrees to pay any taxes imposed by law on account of the goods and services ordered hereunder.

#### **BILLING DISPUTES**

Any disputes over charges made by March Aviation, 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 Commercial Industry Mediation Rules of the American Arbitration Association then in force. Venue for any mediation conference shall be Collier County, Florida and any litigation involving the S.O. shall take place in the Circuit Court in and for Collier County, Florida. The S.O. 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.