



# **Airframe & Powerplant Solutions, Inc**

## Airframe & Powerplant Solutions Terms and Conditions of Sale and Services

**ORDER PROCESS: Quotation/Buyer Purchase Offer or Order/Airframe & Powerplant Solutions Inc Acceptance** Airframe & Powerplant Solutions Inc will issue a Quotation which is an invitation to the Buyer to submit an offer to purchase to Airframe & Powerplant Solutions Inc. The quotation will specifically reference these Terms and Conditions. To form a contract, Airframe & Powerplant Solutions Inc must, in its own discretion, accept the Buyer's Purchase Order indicated by receipt from Airframe & Powerplant Solutions Inc of an order acknowledgment or by Airframe & Powerplant Solutions Inc Proforma Invoice as process and acceptance of the order. Upon acceptance, the Buyer's purchase offer becomes a Purchase Order. These Terms and Conditions shall apply to the Purchase Order to the exclusion of any terms and conditions contained in any order form or communication of the Buyer not specifically agreed to in writing by Airframe & Powerplant Solutions Inc. Airframe & Powerplant Solutions Inc's acceptance of the Buyer's offer for the purchase of equipment or services is hereby expressly made conditional on the Buyer's acceptance of Airframe & Powerplant Solutions Inc's Terms and Conditions.

**VALIDITY OF QUOTE:** Unless otherwise specified, the prices quoted are valid for one month. A Quotation sent to the Buyer is not a guarantee of acceptance by Airframe & Powerplant Solutions Inc. All goods within the Quotations are subject to prior sale and/or withdrawal from the market by Airframe & Powerplant Solutions Inc at any time without notice.

**MINIMUM ORDER:** A minimum order may apply. Airframe & Powerplant Solutions Inc will notify the Buyer at time of Quotation should there be any minimum order amount.

**ORDER PROCESS:** Changes or Substitutions Airframe & Powerplant Solutions Inc may supply goods or services by way of alternate parts which do not affect price, installation, or the interchangeability of major parts. No other modification of the order is binding unless agreed to in writing by both parties. Airframe & Powerplant Solutions Inc will make reasonable effort to contact the Buyer and seek approval first before any substitutions are installed and/or shipped against the Buyer's Purchase Order.

**ORDER PROCESS:** Backorders / Delay Airframe & Powerplant Solutions Inc will notify the Buyer of any backorders or known delays at the time of confirmation / Purchase Order. Purchase Orders will be fulfilled and shipped as stated in the Purchase Order subject to any backorders or other delays noted. Airframe & Powerplant Solutions Inc shall have the full right to delay the delivery of a Purchase Order for any unforeseeable reason. Airframe & Powerplant Solutions Inc shall not be responsible or held liable for delay in shipment, order fulfillment, or loss of revenue by the Buyer or Operator or other third party for any reason. Upon delay, the time for delivery will be extended accordingly without penalty or interest. The Buyer remains obligated for the purchase during periods of delay.

**ORDER PROCESS:** Back Order Deliver When back ordered equipment is received at Airframe & Powerplant Solutions Inc, pending backorders are automatically issued and shipped to the Buyer. If the Buyer has requested (in writing) that he is to be notified prior to delivery of back ordered equipment, Airframe & Powerplant Solutions Inc will comply with this request. However, a limit of 15 days for the Buyer to authorize delivery of the backorder is imposed. Backorders not authorized for delivery in this 15 day time period, and are subject to cancellation and restocking fees. A restock charge of 25% of the equipment's Purchase Order price is imposed



# **Airframe & Powerplant Solutions, Inc**

**ORDER PROCESS:** Export Permits, Munitions and Taxes The order may be subject to applicable U.S. export controls. The Buyer will not export military peculiar parts or export commercial goods to any country where forbidden by laws of the United States. The proper license and permits are required for the trade and export of any product on the Federal Munitions list. Diversion to United States law and the department of foreign commerce is prohibited. Airframe & Powerplant Solutions Inc will not accept any liability or responsibility for violations of the United States department of international traffic in arms regulations or fines that may occur due to the Buyer's exportation of military peculiar parts or export of commercial goods to any country with which the United States has forbidden. The Buyer is responsible for all taxes, duties and other charges of any nature (other than Airframe & Powerplant Solutions Inc's own income taxes), including interest and penalties thereon, arising from the sale, delivery, or use of the goods or from the provision of services under this Purchase Order. The Buyer will reimburse Airframe & Powerplant Solutions Inc for any such charges Airframe & Powerplant Solutions Inc may be required to pay directly to a governmental authority or to a designated facility which performs any of the services covered under this order.

**ORDER PROCESS:** Termination Airframe & Powerplant Solutions Inc may terminate the Purchase Order or any part of the Purchase Order at any time by written notice to the Buyer including if the Buyer fails to pay any amount when due or if the Buyer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee or custodian is appointed of the Buyer or a substantial part of the Buyer's property. On termination, Airframe & Powerplant Solutions Inc shall have no further obligation to the Buyer under the order and the Buyer will reimburse Airframe & Powerplant Solutions Inc's termination costs, including a reasonable allowance for profit, and all legal fees and expenses incurred in connection herewith under the State of Florida of the United States.

**SHIPPING:** Delivery Airframe & Powerplant Solutions Inc will deliver the equipment covered by this Purchase Order to the Buyer or the Buyer's carrier at Airframe & Powerplant Solutions Inc's dock in Kissimmee Florida or other location as specified in the Quotation and or proforma invoice. All expenses relating to shipment (or return of equipment on exchange) are the responsibility of the Buyer. Title and risk pass to the Buyer upon this Delivery to the Buyer or the Buyer's carrier. In the event The Buyer's pickup is delayed due to actions or omissions of the Buyer, Airframe & Powerplant Solutions Inc may, in its discretion, charge reasonable storage fees.

**SHIPPING:** Charges Airframe & Powerplant Solutions Inc may arrange for shipment by the Buyer's carrier with charges to the Buyer's shipment account with the carrier. All expenses relating to the shipment of goods and return of cores on exchange shall be the responsibility of the Buyer. If any transportation charges, customs fees, insurance, or other charges on a shipment are prepaid by Airframe & Powerplant Solutions Inc, Airframe & Powerplant Solutions Inc will Invoice the Buyer for payment of such charges.

**SHIPPING:** Insurance The Buyer assumes all liability for loss or damage to equipment in transit between FOB point and final destination. The Buyer shall notify Airframe & Powerplant Solutions Inc, in writing, if the Buyer wants a shipment insured for loss or damage. The Buyer assumes all liability. If the Buyer notifies Airframe & Powerplant Solutions, Inc in writing to insure a shipment for loss or damage, an applicable insurance fee will be charged to the Buyer's shipment account or otherwise a separate fee will be added to Airframe & Powerplant Solutions Inc's invoice for payment by the Buyer. The Buyer is responsible and liable for the payment of all insurance fees. The insurance fee only covers the current policy in force for



## **Airframe & Powerplant Solutions, Inc**

that shipment to protect the transit equipment in the event of a loss or damage. The policy will cover the full or partial replacement value of the equipment, partial replacement shall also include repair of the equipment back to a similar or better state of condition prior to shipment of that Equipment. For any policy or coverage issued by the carrier or other insurer, all rules and regulations enforced by the carrier shall prevail on all claims. In the event of a shipping accident, the loss or repair of that equipment shall remain the sole responsibility of the Buyer to pay regardless of any type of insurance coverage in place at that time. When applicable, any claims either partially or fully paid by insurance policies that are recovered by Airframe & Powerplant Solutions Inc on behalf of the Buyer when applicable, shall then be reimbursed to the Buyer at that time.

**SHIPPING:** Discrepancies Damages during shipment are to be reported to the Buyer's carrier and/or Airframe & Powerplant Solutions Inc. All discrepancies on a shipment (shortage, wrong part, etc.) must be reported to Airframe & Powerplant Solutions Inc, and a written claim must be filed within ten (10) days of receipt of the order by email or fax, and confirmed by US mail. **SHIPPING:** Return of Engine Crate, Stands & Shipping Containers Engine crates, stands and specialized shipping containers and/or crates including specialized covers, caps and blanks used to deliver engines and dynamic components to the Buyer must be returned to Airframe & Powerplant Solutions Inc either with the returning core or empty crate/container, no later than twenty one (21) days following receipt of repaired engine, component and parts. An invoice will be issued in the amount of \$2,500.00 USD for any engine crate, \$850.00 for any drive train component container and \$3,500.00 for any main rotor blade box not returned within the twenty one day (21) day grace period.

**PAYMENT:** Terms of Payment The Purchase Order is to be prepaid unless COD or other credit arrangements have been approved by Airframe & Powerplant Solutions Inc in advance. Payment terms on open accounts are net 30 days.

**PAYMENT:** Grant of Security Interest In consideration of any extension of credit to the Buyer by Airframe & Powerplant Solutions Inc, the Buyer specifically grants Airframe & Powerplant Solutions Inc a security interest in the equipment purchased, rented or exchanged under the Purchase Order. The Buyer further authorizes Airframe & Powerplant Solutions Inc to file UCC financing statements and, where applicable and appropriate, liens with the FAA as should be determined by Airframe & Powerplant Solutions Inc. The Buyer will cooperate in providing, as needed, any further documents or signatures to perfect Airframe & Powerplant Solutions Inc's security interest for the equipment upon request. The Buyer further agrees to name Airframe & Powerplant Solutions Inc as a loss payee on the Buyer's property coverage insurance policy until the invoice is fully paid.

**PAYMENT:** Overdue Invoices Overdue Invoices will be charged a late charge calculated and accrued at the rate of one point eight percent (1.8%) per month.

**PAYMENT:** Failure to Pay within Terms/Breach of Agreement The Buyer shall reimburse Airframe & Powerplant Solutions Inc for all attorney's fees and other expenses incurred by Airframe & Powerplant Solutions Inc in recovering any sums due from the Buyer or for any other breach and default by the Buyer.

**RETURN POLICY:** Return Material Authorization (RMA) Goods which are eligible for return are subject to the Airframe & Powerplant Solutions Inc Return Material Authorization (RMA) system. To ensure prompt and accurate credit please follow the RMA procedures which are available on our website at [www.airpowsol.com](http://www.airpowsol.com)