

Terms & Conditions

By entering into an agreement with Equilinc di Omar Khaled Talaat Elsayed Raafat, also known as “**Equilinc**,” the party to whom the sales quotation is addressed to, also known as “**Buyer**,” agree to be bound by the following terms and conditions:

1) General

Equilinc, operated by Omar Khaled Talaat Elsayed Raafat, is a registered sole proprietorship that sources parts, products, and/or services, also known as “**Products**,” and facilitates transactions between a party that possesses said Products, also known as “**Seller**,” and Buyer. Equilinc acts solely as an administrative intermediary in facilitating transactions between Seller and Buyer. To the extent necessary to complete a transaction, legal title to the Products may transfer momentarily to Equilinc for administrative purposes only (“Temporary Title Transfer”). Such transfer shall not constitute beneficial ownership, control, or any substantive interest in the Products.

At no time shall Equilinc take physical possession, custody, or operational control of Products. All handling, storage, transportation, and use of the Products shall remain the sole responsibility of the Seller and/or Buyer.

Any Temporary Title Transfer is a matter of legal fiction for financial processing only; Equilinc never warrants the provenance of the Product beyond the documents provided by the Seller.

Equilinc acts solely as an intermediary and/or disclosed agent of the Seller for the purpose of facilitating transactions. Where applicable, Equilinc may act as a payment collection agent on behalf of the Seller. Under no circumstances shall Equilinc be deemed the manufacturer, distributor, reseller, or supplier, or operator of the Products for any regulatory, operational, or liability purposes.

Buyer acknowledges that any Temporary Title Transfer, if applicable, is solely for administrative convenience and shall not be interpreted as Equilinc placing Products on the market or assuming any obligations of a supplier under applicable aviation regulations.

Equilinc and the Buyer will only have a formal agreement once Equilinc receives and accepts the signed copy of the Sales Order “**Agreement**” by the Buyer. This shall constitute a simultaneous and legally binding execution of these Terms & Conditions. The Buyer acknowledges that these Terms & Conditions are incorporated by reference into the Sales Order and that the signature on the Sales Order (or the 'Specific Approval of Clauses' section) serves as an express acceptance of all provisions contained herein. The Buyer will then purchase the Products from Equilinc, as described in the Agreement. The entire understanding between Equilinc and the Buyer is contained within the Agreement. The Buyer's own terms and conditions do not apply to this Agreement. Any changes to the Agreement must be made in writing and signed by both parties.

After the Agreement is concluded, the Buyer cannot terminate, annul, or void the Agreement on the basis that the Products are in breach of, or not in conformity with the Agreement. Any error with regard to (any part of) this Agreement will be for the account and risk of the party in error.

The Buyer may, at any time prior to shipment of the Products, or ultimately within seven (7) calendar days after the Agreement was concluded, amend the quantity of the Products ordered or cancel the Agreement in its entirety by written notice to Equilinc. If the Buyer amends or cancels an Agreement, then Buyer shall incur a penalty that is equal to the one assigned by the Seller plus any administrative costs incurred by Equilinc.

Equilinc shall have no obligation to audit, inspect, or independently verify the Seller, its certifications, or its

compliance with aviation regulations. Buyer acknowledges that Equilinc's role is limited to commercial facilitation and not regulatory oversight.

2) Products Sold and Disclaimer of Liability

The Products sold by Equilinc are certified and originate from a regulated source, as per documentation provided, and as approved by the Buyer. Product descriptions, certificates, details, or images, if available, are provided by Sellers. Equilinc makes no representations or warranties, express or implied, about the compliance of such Products with any applicable expiration dates, specifications, regulations, directives, or laws with regards to airworthiness, allowed use or otherwise. Buyer agrees to solely accept the responsibility to assess the Products with regards to suitability for use and to ensure Buyer complies with any and all applicable specifications, regulations, laws, and requirements of any and all regulatory and advisory bodies prior to its purchase of the Products.

Buyer acknowledges that it has not relied on any representation, statement, or warranty made by Equilinc outside of the expressly documented information provided by the Seller. Buyer further confirms that it has conducted, or had the opportunity to conduct, its own independent technical and regulatory assessment of the Products.

The Products sold by Equilinc, unless otherwise set forth in the Agreement, are to be sold on an "as is" "where is" basis. To the fullest extent permissible, Equilinc disclaims all representations and warranties of any kind, as to the operation, performance, accuracy, and completeness in order placements, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

The Buyer acknowledges that the Products may have defects that are unknown to Equilinc. Despite this acknowledgment, the Buyer agrees to purchase the Products in their current condition.

The Buyer acknowledges that Products designated as "AS-IS" or "As Removed" (AR) may contain unknown defects, wear, or missing components. The Buyer agrees to accept these Products in their current condition. All As-is, As-is condition, and AR condition sales are final; no returns, exchanges, refunds, or credits will be issued under any circumstances.

To the extent permissible under applicable law, Equilinc assumes no responsibility, and in no event shall Equilinc be liable for, any injury, loss, claim, damage, lost profits or any special, incidental, indirect, consequential, or punitive damages of any kind arising out of the sale of any Products.

The Buyer releases Equilinc from all claims, demands, and damages of any kind or nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with disputes relating to the Products. For the avoidance of doubt, Buyer acknowledges that Equilinc's role is limited to that of an administrative intermediary as described in Section 1, and that Equilinc has no involvement in the manufacture, storage, handling, or physical transfer of the Products.

Equilinc does not perform forensic or laboratory verification of Products or documentation. Equilinc performs only limited commercial due diligence and relies entirely on documentation and representations provided by the Seller.

In the event of counterfeit Products, suspected unapproved parts (SUP), or fraudulent documentation, Buyer agrees that its primary recourse shall be against the Seller. Equilinc shall reasonably cooperate in facilitating claims against the Seller but shall not bear responsibility except in cases of proven gross negligence or wilful misconduct. Seller, through Equilinc, represents and warrants that all Products:

- i. are of lawful origin,
- ii. are not counterfeit or suspected unapproved parts (SUP),
- iii. are accompanied by genuine and valid airworthiness documentation, including but not limited to EASA Form 1 or FAA 8130-3 where applicable,
- iv. have full and accurate traceability documentation as represented.

Seller agrees to indemnify, defend, and hold harmless Equilinc against any and all claims, liabilities, damages, losses, or regulatory actions arising out of or related to counterfeit parts, fraudulent documentation, or breach of the above representations.

3) Price and Payment

The price to be paid by Buyer to Equilinc for the Products are to be Equilinc's sales prices in force from time to time. The complete price for the Products inclusive with any and all charges, interest or other fees will be referred to as the **"Purchase Price"**.

Buyer shall pay Purchase Price in full in accordance with the Agreement, without deduction, discount, and/or without the right to set-off. Buyer shall be responsible for the collection, remittance, and payment of any and all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Products.

Unless otherwise agreed in writing, the Purchase Price shall be paid in USD. The Buyer shall pay the Purchase Price in immediately available funds to the bank account designated by Equilinc within thirty (30) calendar days of the invoice date, unless otherwise agreed in writing. If payment is not received in full within this period, the Buyer shall be automatically in default. Overdue amounts shall accrue interest at a rate equal to that set by Seller on Equilinc, commencing on the due date and continuing until Equilinc receives full payment, whether before or after judgment, and without prejudice to any other right or remedy available to Equilinc. In the event of the Buyer's failure to meet its payment obligations, the Buyer shall be liable for all reasonable out-of-court collection costs, with a minimum of 15% of the Purchase Price, and all legal fees incurred by Equilinc.

4) Delivery

Unless otherwise agreed in writing, Products sold are "ex works". Therefore, even if it is agreed that the shipment, in whole or in part, is prepared by the Seller, the transport will be carried out at the risk of the Buyer, including any costs of storage of Products at the warehouses of the carriers. Hence, it is understood that upon collection, the Products are at the risk of the Buyer.

Buyer acknowledges that it is their sole responsibility to inspect the airworthiness tags and certificates, Back-To-Birth Trace and other paperwork provided by Seller prior to shipment. Collection of the Products constitutes the Buyer's final confirmation that the documentation is valid and acceptable.

Buyer acknowledges that once the Product leaves Seller's facility, Equilinc shall not be liable for any discrepancies between the physical Product and the accompanying documentation that could have been discovered during a pre-collection inspection.

Equilinc is not involved in the delivery operation, however, shall perform its reasonable checks to ensure delivery of the Products within the agreed delivery terms set by the Seller.

It should be understood that Shipping times are estimates provided by Seller and may vary. The delivery terms take effect from the date of the order confirmation and the receipt of all necessary data for the execution of the shipping. They are, however, purely indicative, and therefore, in the event of delay, damage compensation and/or contract termination in favour of the Buyer, are hereupon excluded. The Buyer will have a deadline of ten (10) days upon receiving said notice to provide for the collection. It is understood that in case of failure of the buyer to collect or accept the correctly prepared Products within time, the costs of storage will be charged on the Buyer in accordance with the methods and rates in effect at the time of delivery set by Seller.

If Buyer elects not to perform a pre-shipment inspection, Buyer expressly waives any claims relating to defects, discrepancies, or documentation issues that would have been reasonably discoverable upon such inspection.

5) Ownership

Seller retains the ownership of the Products, until Buyer has paid Equilinc the applicable Purchase Price and, if any, all related costs and interests in full.

6) Inspection

Buyer is responsible for checking the products themselves as soon as they receive them. This includes making sure the products are good quality, the right size, and will work for their intended purpose. Equilinc and Seller are not responsible for doing this check on behalf of the Buyer. If the Buyer notices any defects or damage through visual inspection, Equilinc should be informed promptly to ensure the correct processes are considered. Further, Buyer must report in writing any hidden defects or damage immediately after their discovery and at least within three (3) business days after delivery date.

If Buyer fails to (timely) notify Equilinc of defects, Buyer thereby accepts all risks involved and hereby waives any and all rights with regards to any claim that the Products are not in conformity with the agreement or is otherwise defect or in breach with the agreement.

All documentation provided with the Products is supplied by the Seller. Equilinc does not independently verify the authenticity or accuracy of such documentation and shall not be held liable for any errors, omissions, or falsifications therein.

Any claim regarding the authenticity of certification must be supported by a written report from a certified Part 145 Repair Station or relevant National Aviation Authority (NAA).

7) Warranty

Buyer is only eligible for the warranties that are provided Seller, and its supplier if any, and to the extent that these can be made available to Buyer, in which case Equilinc will perform its reasonable efforts to assist Buyer in the enforcement thereof. Equilinc will notify the Buyer with the warranty period, if present. It is understood that Equilinc, itself, is not able to provide warranty.

The warranty shall not be applicable in case of damage arising from improper use, unqualified repairs, or repairs in contradiction with repair instructions and operation and maintenance manuals, or in case warranted Products have been subject to the misuse, mishandling or ingestion of foreign material.

8) Return of Products

If a Buyer is to return Products, they are to be returned to Seller only with prior written authorisation to Equilinc, which Equilinc will transfer to Seller. In the case that Products are returned, if not under a valid warranty claim, Buyer shall incur a restocking charge to the amount set by the Seller.

Returns are not accepted after thirty (30) days unless for warranty consideration. In addition, Products returned must be accompanied by the original documentation as provided at time of the Agreement. If this is not the case, Buyer will be liable for the costs involved in recertifying the Products.

9) Liability

Equilinc assumes no responsibility, and in no event shall Equilinc be liable for any injury, loss, claim, damage, lost profits or any special, incidental, indirect, consequential, or punitive damages of any kind arising out of the sale of any products.

If, notwithstanding the foregoing, Equilinc should be found liable for any loss or damage which arises out of or is in any way connected with these terms or the use of the site, the liability of Equilinc shall in no event exceed the commission (Markup) paid to Equilinc with respect to the particular transaction giving rise to such liability, as the Products sold have not been at any time the property of Equilinc. This limitation of liability applies regardless of the legal theory under which the claim is brought, including contract, tort, negligence, or otherwise.

Buyer and Seller release Equilinc from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected, and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

To the maximum extent permitted by applicable law, Buyer agrees to indemnify, defend, and hold harmless Equilinc from and against all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to the Products, except to the extent caused by Equilinc's gross negligence or wilful misconduct.

Nothing in these Terms shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law.

10) Force Majeure

Equilinc is not liable for any delays or non-performance caused by events beyond its reasonable control, (natural disasters, conflicts, losses during shipment, supply chain disruptions, and non-performance by Seller among others).

In the event that a delay is caused by a Force Majeure Event, the delivery dates of the Products shall be extended accordingly for a period at least equal to the duration of the Force Majeure Event. In no event shall Equilinc be liable for any compensation as a result of a Force Majeure Event.

11) Insurance

Equilinc does not provide and shall not be deemed to provide any product liability insurance coverage in respect of the Products.

Buyer represents and warrants that it maintains adequate aviation liability insurance and product liability insurance

covering the use, installation, and operation of the Products.

Buyer acknowledges that Equilinc's role as intermediary does not include any insured risk related to the Products.

12) Compliance and Sanctions

Buyer represents and warrants that it is not subject to any EU, US, or UN sanctions and that the Products will not be exported, re-exported, or transferred to any prohibited country, entity, or end-user.

Buyer and Seller agree to comply with all applicable export control laws and regulations, including but not limited to US Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), where applicable.

Buyer and Seller further represent that they comply with all applicable anti-bribery, anti-corruption, and anti-money laundering laws and shall not engage in any conduct that would expose Equilinc to legal or regulatory risk.