

Equilinc 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 a Buyer. Equilinc acts as an intermediary and does not own the Products listed in the sales quotations. Ownership of the Products remains with the Seller until full payment of the invoice issued by the Seller has been received, unless otherwise stated.

Equilinc and the Buyer will only have a formal agreement once Equilinc receives and accepts a written confirmation **“Agreement”** from the Buyer. 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 the 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.

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. Products 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.

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.

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.

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.

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 favor 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.

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 taken into account. 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 any and 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.

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 in a position 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.

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.

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.