



TERMS & CONDITIONS

Aircraft Parts • Sales • Purchasing • Repairs • Exchanges • Trade Compliance

Effective Date	October 20, 2020
Applies To	Website users, customers, vendors, suppliers, brokers and other commercial counterparties
Document Status	General commercial terms for website publication and incorporation into quotations, orders and invoices

IMPORTANT: These Terms are intended to provide a comprehensive commercial framework for TruServ Aviation LLC. They should be reviewed by qualified legal counsel before final publication or use as a binding contract, particularly with respect to governing law, limitation of liability, export controls, warranty language and enforceability in specific jurisdictions.

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1. Agreement to Terms

These Website Terms & Conditions (the “Terms”) govern access to and use of the TruServ Aviation LLC website and apply to quotations, purchase orders, sales, purchases, repairs, exchanges, returns and other transactions involving aircraft parts, components, materials, services and related documentation, unless a written agreement signed by authorized representatives of TruServ Aviation LLC (“TruServ,” “Company,” “we,” “us” or “our”) expressly states otherwise.

By accessing the website, requesting a quotation, submitting or accepting a purchase order, approving a quotation, accepting an invoice, receiving goods, requesting a return authorization, or otherwise transacting with TruServ, the customer, vendor or other counterparty (“Customer,” “Buyer” or “Vendor,” as applicable) acknowledges that it has read and agrees to these Terms.

If an executed agreement, quotation, purchase order acknowledgment or other written commercial document contains terms that conflict with these Terms, the more specific written provision expressly accepted by TruServ will control solely to the extent of the conflict. Customer purchase-order terms, click-through terms or other unilateral terms do not modify these Terms unless expressly accepted in writing by TruServ.

2. Definitions

- “Part,” “Product,” “Material” or “Goods” means aircraft parts, components, assemblies, accessories, consumables, equipment, documentation or related items supplied, purchased, brokered or arranged by TruServ.
- “AR” means As Removed; “SV” means Serviceable; “OH” means Overhauled; “RP” means Repairable; “NS” means New Surplus; “NE” means New; “BER” means Beyond Economical Repair. Condition descriptions are subject to the specific quotation, invoice and available documentation.
- “Traceability” means documentation establishing the source, chain of custody, prior operator or approved organization, as applicable to the item and transaction.
- “RMA” means Return Material Authorization issued by TruServ before an authorized return.
- “AOG” means Aircraft on Ground or another urgent aviation-support request designated as AOG by TruServ.

3. Website Use and Information

Website content, photographs, part numbers, descriptions, availability indicators, condition codes, specifications, interchange information, lead times and pricing are provided for commercial reference and may be changed, corrected or withdrawn without notice.

Website information does not constitute a representation that a part is airworthy, approved for installation, approved for a particular aircraft, eligible for a particular regulatory jurisdiction, or suitable for a particular use. The installer, operator, maintenance organization and/or other appropriately qualified party remains responsible for determining applicability, installation eligibility, inspection, testing and airworthiness.

Photographs may be representative and may not depict the exact serialized unit offered unless expressly stated in the quotation.

4. Quotations and Availability

Unless otherwise stated in writing, quotations are valid for fifteen (15) calendar days and are subject to prior sale, availability and confirmation. No quotation constitutes a binding sale until accepted by TruServ in writing or otherwise confirmed through fulfillment.

Quoted quantities, prices, conditions, trace, lead times, documentation and warranty terms are specific to the quotation. Errors in quotations, including typographical, pricing, quantity or availability errors, may be corrected before order acceptance.

Unless expressly agreed otherwise, TruServ may allocate limited inventory on a first-confirmed-order basis and may require written confirmation before reserving material.

There is no minimum purchase order amount unless a particular quotation or commercial agreement states otherwise.

5. Purchase Orders and Order Acceptance

Purchase orders must be submitted in documented written form through an approved commercial channel. Orders communicated verbally are not binding unless subsequently confirmed in writing by TruServ.

Submission of a purchase order does not itself create an obligation for TruServ to accept the order. TruServ may reject, suspend or condition any order for commercial, credit, compliance, documentation, availability, quality, export-control or other legitimate business reasons.

Where multiple customers submit purchase orders for the same uniquely available item at the same agreed price, TruServ may accept the first order that is complete and capable of fulfillment, subject to internal confirmation.

Customer is responsible for ensuring that purchase orders contain correct part number, quantity, condition, price, shipping instructions, billing information, end-user information and any required certification or documentation requirements.

6. Pricing, Taxes, Payment and Credit

Prices are in U.S. dollars unless expressly stated otherwise. Customer is responsible for applicable sales, use, VAT, GST, customs duties, tariffs, brokerage charges and other governmental assessments, except taxes imposed on TruServ's net income.

Unless TruServ has expressly approved credit terms in writing, first orders may be required to be prepaid. Approved credit accounts remain subject to credit limits, payment history and periodic review.

Customer is responsible for all bank, wire, intermediary-bank and payment-processing fees associated with payment.

Invoices are due according to the payment terms stated on the invoice or quotation. If no different term is expressly stated, payment is due upon invoice. Overdue balances may accrue a service charge of up to two percent (2%) per month, or the maximum amount permitted by applicable law, whichever is less.

TruServ may suspend shipment, withhold documents, cancel an order, revoke credit terms or require prepayment if an account becomes past due or creditworthiness becomes unsatisfactory.

7. Aircraft Parts, Condition and Documentation

Aircraft material is supplied according to the condition, traceability and documentation expressly identified in the applicable quotation, order acknowledgment and/or invoice. A condition code is not, by itself, a certification of airworthiness.

For purchased material, TruServ's supplier requirements may include prior inspection; valid FAA Form 8130-3 and/or EASA Form 1 when applicable; documentation from an appropriately approved maintenance, repair or overhaul organization; teardown, inspection or test documentation; traceability to approved sources such as operators, approved maintenance organizations or OEMs; material certification; and a non-incident/non-accident statement where appropriate.

Unless expressly agreed otherwise in writing, material originating from U.S. government or military sources is not acceptable for purchase under TruServ's standard procurement requirements.

Vendor must disclose before shipment or invoicing any inability to meet an agreed documentation, traceability, condition, certification or compliance requirement. Failure to disclose such deviation may result in rejection, cancellation or other remedies.

- Customer must review all supplied records before installation or use.
- Customer is responsible for confirming part number, dash number, modification status, effectivity, applicability, life status and installation eligibility.
- No documentation supplied by TruServ should be interpreted as replacing the operator's or installer's required technical-data review.

8. Warranty and Disclaimer of Airworthiness

Unless a specific written warranty is stated on the applicable quotation, invoice or written agreement, Products are sold AS IS, WHERE IS, with no warranties except any non-waivable warranty of title and any warranty expressly stated in writing.

Where a manufacturer, repair facility, overhaul facility or other supplier provides an assignable warranty, TruServ may pass through that warranty to Customer to the extent transferable. TruServ does not independently expand or guarantee a third-party warranty unless expressly stated in writing.

Any express warranty is limited to the exact scope, duration, conditions and remedies stated in the applicable written warranty. Warranty coverage does not extend to normal wear, improper storage, improper installation, misuse, unauthorized modification, customer-induced damage, FOD, corrosion, contamination, operation outside approved limits, failure to follow maintenance data, or damage caused by unrelated systems or events.

TruServ does not warrant that any Product is airworthy, FAA-approved, EASA-approved, CAAC-approved or approved by any other aviation authority unless that exact representation is expressly made in writing for the specific Product.

- The customer/operator/installer remains responsible for inspection, testing, certification and determination of airworthiness before installation or return to service.
- No employee, broker, salesperson or representative may create an oral warranty or modify these warranty limitations without written authorization from TruServ.

9. Returns, RMA and Restocking

No Product may be returned without prior written RMA authorization from TruServ. An RMA is not an admission of defect or liability.

Subject to the applicable quotation and warranty, an RMA may be considered for an incorrect unit, material damaged before shipment and not previously disclosed, failure to meet expressly agreed certification standards, confirmed BER status where applicable, or a documented operational failure where the Product was sold with an applicable installation or operational warranty.

Return requests should be submitted within thirty (30) days of the invoice date unless the written warranty or quotation specifies a different period. Once an RMA is issued, the Product must be returned within fourteen (14) calendar days unless otherwise approved.

A restocking fee of up to twenty-five percent (25%) may apply to authorized returns, subject to the specific quotation, invoice or warranty. Items sold on an expressly non-returnable or AS-IS basis are not eligible for return except where required by applicable law or an express written warranty.

Returned Products must be in the same condition in which they were shipped, with all components, tags, seals, documentation and accessories intact. Altered, adulterated, disassembled, damaged or incomplete Products may be rejected.

Customer is responsible for return shipping unless TruServ expressly determines that the return resulted from TruServ's error or an applicable warranty obligation.

10. Repairs, Overhaul and Service Orders

Repair, overhaul, inspection and testing services are subject to the scope, quotation and terms issued for the particular work order. Estimated lead times are estimates only unless a firm delivery commitment is expressly stated.

For SV and OH material where applicable, documentation may include FAA Form 8130-3, teardown or inspection reports, applicable manual chapter or ATA reference, and dual-release authorization when specifically required by the order or destination.

All repair facilities and vendors must perform work in accordance with the applicable approved maintenance data, manuals, service bulletins, airworthiness directives and regulatory requirements.

Additional discrepancies, hidden damage, parts replacement, special processes, engineering requirements or other work discovered during inspection may require additional approval and charges before completion.

Customer-owned material remains at Customer's risk while in TruServ's or a third party's possession to the extent permitted by law, except for loss or damage caused by proven gross negligence or willful misconduct.

11. Exchanges and Core Returns

Exchange transactions require completion and acceptance of the applicable exchange agreement before shipment. Customer must return the exchange core within the period specified in the agreement and in the condition required by that agreement.

Failure to return the core on time, failure to meet the agreed core condition, missing documentation, missing components, or other non-compliance may result in additional charges, including the agreed core value and applicable handling, inspection or processing fees.

Core eligibility is determined by the applicable exchange agreement and may include part number, serial number, condition, traceability, repairability and documentation requirements.

12. Shipping, Delivery, Risk of Loss and Title

Unless otherwise stated in writing, shipments are made FOB from the point of shipment and/or under the specific Incoterm stated in the applicable quotation or invoice. Where EXW or another Incoterm is expressly stated, that term controls.

Risk of loss transfers according to the applicable shipping term. TruServ is not responsible for loss, theft or damage occurring after risk of loss has transferred, including uninsured shipments.

Customer is responsible for providing accurate shipping instructions and, unless otherwise agreed, for carrier charges, freight, insurance, duties, taxes, customs brokerage and other delivery-related costs.

Orders may be shipped using Customer's preferred carrier and account where accepted by TruServ. If a carrier charge is improperly rebilled to TruServ without prior authorization, TruServ may assess a handling charge of up to twenty percent (20%) of the rebilled amount.

International shipments are subject to applicable freight charges, customs duties, taxes, brokerage and governmental fees. Such amounts may be invoiced when known or subsequently billed when carrier or governmental invoices are received.

Title to Products transfers only upon TruServ's receipt of full payment, unless a different arrangement is expressly stated in writing.

13. International Trade and Export Compliance

All transactions are subject to applicable U.S. and foreign export, re-export, import, sanctions and trade-control laws and regulations, including, as applicable, the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).

Customer is responsible for obtaining and maintaining any licenses, permits, authorizations and approvals required for its intended export, re-export, import, transfer or use of Products, except to the extent TruServ expressly agrees in writing to perform a particular compliance function.

Customer shall not export, re-export, transfer, divert or use Products in violation of applicable law, to prohibited destinations or restricted parties, or for prohibited end uses.

TruServ may request end-user, end-use, destination, ultimate consignee and other compliance information before accepting or releasing an order. TruServ may suspend, cancel or refuse an order without liability where required or reasonably necessary for compliance.

Customer shall not identify TruServ as exporter of record unless TruServ has expressly agreed in writing to assume that role for the transaction.

14. End-User, Sanctions and Restricted-Party Compliance

Customer represents that it is authorized to enter into the transaction and that all information provided concerning Customer, its ownership, end user, end use, destination and consignee is accurate and complete.

Customer agrees to complete any End-User Compliance Statement, end-use certificate, sanctions certification or similar documentation reasonably requested by TruServ before shipment or as a condition of order acceptance.

Customer shall not use, resell, transfer or otherwise dispose of Products in a manner that would cause TruServ to violate applicable sanctions, export controls or other trade restrictions.

Failure to provide requested compliance information, or a compliance concern arising before shipment, may result in a delayed, suspended or canceled order without liability to TruServ to the extent permitted by law.

15. Inspection, Acceptance and Claims

Customer shall inspect Products and accompanying documentation promptly after receipt. Any visible shipping damage, shortage or apparent discrepancy should be documented with the carrier and reported promptly.

Unless a different period is stated in the applicable warranty or quotation, claims concerning quantity, identity, visible condition or documentation should be submitted within ten (10) calendar days after receipt. Latent defects remain subject to the applicable

written warranty, if any.

Customer shall preserve the Product and documentation in the condition received and provide photographs, test results, failure reports, installation records and other supporting information reasonably requested by TruServ.

Customer may not charge back, debit, offset or deduct amounts from invoices without TruServ's prior written authorization or a final non-appealable legal determination.

16. Cancellation, Suspension and Termination

Cancellation requests must be submitted in writing and are effective only when approved by TruServ. Cancellation charges may apply for committed inventory, special orders, non-cancellable/non-returnable material, work already performed, freight, restocking, supplier charges or other documented costs.

For orders delayed by Customer-caused issues, including delayed payment, missing documentation, delayed shipping instructions or failure to provide required compliance information, TruServ may suspend or cancel the order after reasonable notice.

TruServ may cancel or suspend a transaction immediately where required for legal, sanctions, export-control, credit, fraud-prevention, documentation, safety or quality reasons.

17. Indemnification

To the fullest extent permitted by applicable law, Customer agrees to defend, indemnify and hold harmless TruServ and its owners, officers, employees, agents, representatives and service providers from claims, losses, damages, penalties, liabilities, costs and reasonable attorneys' fees arising from or related to:

- Customer's breach of these Terms or any order-specific requirement;
- Customer's misuse, unauthorized installation, modification, resale, export, re-export or transfer of Products;
- Customer's violation of applicable law, sanctions, export controls or trade restrictions;
- Customer's inaccurate end-user, end-use, destination, ownership or compliance representations; or
- Claims arising from Customer's operation, installation, maintenance or use of a Product after delivery, except to the extent caused by TruServ's proven gross negligence or willful misconduct.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRUSERV SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING AIRCRAFT DOWNTIME, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, CREW OR LABOR COSTS, REMOVAL OR REINSTALLATION COSTS, TESTING COSTS, SUBSTITUTE EQUIPMENT, DELAYS, OR THIRD-PARTY CLAIMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRUSERV'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO A PRODUCT, ORDER OR SERVICE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO TRUSERV FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.

The limitations above apply regardless of the legal theory asserted, including contract, warranty, negligence, strict liability or other theory, except to the extent such limitation is prohibited by applicable law. Nothing in these Terms excludes liability that cannot lawfully be excluded.

19. Intellectual Property and Website Content

All website text, graphics, photographs, logos, layouts, databases, documents and other content provided by TruServ are owned by or licensed to TruServ and are protected by applicable intellectual-property laws.

Customer may use website content solely for legitimate purchasing, evaluation and business purposes. No content may be copied, scraped, republished, distributed, modified, sold or used to create a competing database or service without prior written authorization.

Aircraft manufacturer names, trademarks, part numbers and technical references remain the property of their respective owners. References on the website do not imply affiliation, sponsorship or authorization unless expressly stated.

20. Confidentiality

Quotations, pricing, trace documentation, customer-specific information, supplier information, photographs, inspection records, commercial strategies and other non-public information supplied by TruServ may constitute confidential information.

Customer shall use confidential information only for evaluating or performing the transaction for which it was provided and shall not disclose it to third parties except to employees, professional advisors, maintenance organizations, insurers, lenders or other representatives with a legitimate need to know and who are bound by appropriate confidentiality obligations.

Confidentiality obligations do not apply to information that is publicly available without breach, independently developed, lawfully received from a third party without confidentiality restriction, or required to be disclosed by law.

21. Force Majeure

TruServ shall not be liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, severe weather, fire, flood, epidemic, labor disruption, war, terrorism, civil unrest, government action, sanctions, embargoes, export-license delays, transportation interruption, carrier failures, supplier failures, shortages, cyber incidents, utility failures or other events that materially prevent or impair performance.

During a force-majeure event, TruServ may extend delivery dates, allocate available inventory, suspend performance or cancel affected orders without liability for consequential damages.

22. Anti-Bribery and Ethical Conduct

Customer and Vendor shall comply with applicable anti-bribery, anti-corruption and ethical-business laws and shall not offer, authorize, request or provide any unlawful bribe, kickback, facilitation payment or improper benefit in connection with a TruServ transaction.

TruServ may reject or terminate transactions where it reasonably believes the transaction presents a material compliance, fraud, corruption or ethical risk.

23. Counterfeit / Suspect Parts and Traceability

TruServ maintains a zero-tolerance approach to knowingly supplying counterfeit or materially misrepresented aviation parts. Vendors must provide accurate part identification, condition, traceability and supporting documentation.

Customer and Vendor shall promptly notify TruServ of any suspected counterfeit, unapproved, misrepresented, altered, stolen or otherwise suspect Product or documentation connected to a TruServ transaction.

TruServ may quarantine, investigate, reject, return, report or otherwise dispose of suspect material as appropriate and as permitted or required by law. Customer shall not alter, remove, replace or obscure identification marks, serial numbers, tags or trace documentation without authorization.

24. Privacy and Electronic Communications

By using the website or transacting with TruServ, users acknowledge that business information may be collected and processed as reasonably necessary to respond to inquiries, quote and fulfill orders, conduct compliance screening, maintain records, communicate about transactions, prevent fraud and operate the business.

Electronic communications, quotations, invoices, purchase orders and approvals may be used as evidence of the parties' commercial communications and may be retained in accordance with applicable law and TruServ's recordkeeping practices.

Nothing in these Terms requires TruServ to retain personal information or commercial records for longer than required by applicable law, contractual obligation or legitimate business need.

25. Governing Law, Venue and Dispute Resolution

Unless a separate written agreement expressly provides otherwise, these Terms and transactions governed by them shall be interpreted under the laws of the State of Florida, without regard to conflict-of-law principles.

To the extent permitted by law, the parties agree that disputes arising from or relating to these Terms or a transaction with TruServ shall be brought in a state or federal court of competent jurisdiction in Florida. Each party consents to such jurisdiction and venue.

Before filing a formal proceeding, the parties should make a good-faith effort to resolve a commercial dispute through authorized representatives. Nothing in this provision prevents either party from seeking temporary or equitable relief where necessary to protect confidential information, intellectual property, property rights or compliance interests.

26. General Provisions

These Terms, together with the applicable quotation, invoice, purchase order acknowledgment, warranty, exchange agreement and any expressly incorporated written agreement, constitute the commercial understanding applicable to the transaction.

If any provision is held invalid or unenforceable, the remaining provisions remain in effect and the invalid provision shall be enforced to the maximum extent permitted by law.

No waiver is effective unless in writing. A waiver of one breach is not a waiver of any other breach.

Customer may not assign its rights or obligations under a transaction without TruServ's prior written consent, except as part of a bona fide corporate reorganization or sale of substantially all assets where legally permitted. TruServ may assign or subcontract its rights and obligations as reasonably necessary to perform its business.

No course of dealing, trade usage or prior transaction shall modify these Terms unless expressly agreed in writing.

Section headings are for convenience only and do not affect interpretation.

These Terms are intended for commercial business-to-business transactions. Where a mandatory consumer protection law applies, that law controls to the extent required.

27. Changes to These Terms

TruServ may revise these Terms from time to time. Updated Terms may be posted on the website with a new effective date. The version applicable to a particular order is generally the version incorporated into the quotation, order acknowledgment, invoice or other transaction document.

Continued website use after updated Terms are posted constitutes acceptance of the updated website-use provisions to the extent permitted by law. Existing accepted orders are governed by the Terms applicable to those orders unless the parties agree otherwise in writing.

COMMERCIAL ACCEPTANCE

By submitting a purchase order, accepting a quotation, approving an order, accepting delivery, requesting an RMA, or otherwise proceeding with a transaction after receiving or being directed to these Terms, Customer acknowledges that these Terms form part of the applicable commercial relationship with TruServ Aviation LLC, subject to any expressly agreed written modifications.

Legal review recommended: This document is a business-oriented template prepared from the supplied TruServ Aviation draft terms and additional aviation-industry commercial concepts. It is not a substitute for advice from qualified counsel licensed in the jurisdiction(s) where TruServ operates or sells.