

SERVICES



#### PRESTIGE AERO SERVICES

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## **TERMS & CONDITIONS OF SALE**

- 1. Price quotes provided by PAS (Prestige Aero Services) are good for 30 days only.
- 2. Units are sold on a first-come first-served basis regardless of quote date.
- 3. Minimum Order is set at \$100 per Purchase Order, a \$50 minimum on a multiple-item quote.
- 4. Prepaid orders (credit card, wire transfer etc.) are subject to a 7-day processing limit, after which the sale may be canceled.
- Once the goods are handed to the customer's carrier any damage, losses, or delays incurred during transit will be the responsibility of the buyer. PAS assumes no responsibility for packages lost or damaged by a carrier, courier, or thirdparty handlers.
- 6. If the material is to be returned, an RMA must be requested within 30 days of the Invoice date.
- 7. Material approved for return within 30 days is subject to a 25% restocking fee as well as any associated logistic fees.
- 8. Returned material will not be accepted without an RMA issued by PAS.
- Returned material must be received at PAS within 15 calendar days from the issuance date of the RMA with all
  original documentation. The RMA number provided must be clearly marked on the packaging which should be
  packaged properly to protect items from any handling or in-transit damage.
- 10. When parts are sold (in any condition) and subsequently sent to the shop for evaluation, payment shall be made by the customer on the due date defined within the PAS Invoice, regardless of the time required for a repair evaluation and/or repair fee determination.
- 11. All fees incurred for exchange and/or repairs are billable to the customer with a handling fee equal to 10% of the repair cost. If an exchange gets converted to "outright", the customer is responsible for a \$100.00 flat handling fee plus shipping costs.
- 12. When parts are returned under RMA for warranty consideration or otherwise, the customer is responsible for all logistic fees to and from the shop back to the customer. Unless notified in writing, the shop quotes will be determined as approved 48 hours after being provided to the customer.
- 13. Warranty repair claims will not be approved if the unit has failed due to a cause different to the scope of the original repair, in such case, any related costs will be billed to customer. If the shop determines there is NFF (No Fault Found), the customer will be billed for all charges and fees incurred including those mentioned above, if applicable.

- 14. When agreed upon, for an item to be scrapped off-site as opposed to being returned to PAS, a Scrap Certificate shall be provided to PAS within 15 calendar days from the issuance date of the RMA. The Scrap Certificate shall, at a minimum, include the Part Number, Serial Number (as applicable), description and date the item was scrapped.
- 15. Returned material from (directly or indirectly) an end-user (maintenance facilities and/or operators) must be accompanied by a statement of non-use, certifying that the item was not used and/or installed.
- 16. Credits and refunds will be issued upon final acceptance and receipt of the RMA.
- 17. Replacements require a new purchase order and are treated as a separate transaction.
- 18. Warranties: Unless otherwise contractually specified with PAS, warranties are as follows:
- a. New Surplus 30 days from Invoice date.
- b. Factory New 1 year from date of the Manufacturer's C of C or Airworthiness Certificate
- c. Inspected and/or tested 30 days from Tag Date.
- d. Repaired 6 months from Tag Date.
- e. Overhauled 1 year from Tag Date
- f. As Removed Items sold for under \$500 each, are sold As-Is and carry no warranty.
  - 19. Issuance of the Purchase Order constitutes acceptance of the terms and conditions stated herein as well as compliance with all applicable Export Administration Regulations. Export License acquisition is the responsibility of the purchaser and, where required, it should be obtained from the Bureau of Industry and Security.

# **TERMS OF PAYMENT**

- 1. No personal checks are accepted on any order.
- 2. No business checks are accepted without approved terms.
- 3. On first-time orders PAS will accept certified funds only: Certified Check, Wire, ACH, Credit Card (fees may apply, please see below for details).
- 4. COD Purchase Orders for less than \$5,000 can be paid by Company check (except for first time orders as noted).
- 5. COD Purchase Orders equal to or greater than \$5,000 must be paid by Certified Check.
- 6. Wire payments for an amount equal to or greater than \$1,200, for either a prepaid order or Invoice does not require a fee unless required by the bank of the issuer/purchaser and will be the responsibility of the issuer/purchaser.
- 7. Invoices not paid within 30 days of the date of the invoice are subject to a 2% monthly finance charge.

#### **OTHER FEES**

- 1. AOG Fee is \$250
- 2. Hazmat/Dangerous Goods Fee is \$250
- 3. Purchaser is responsible for all bank or wire fees from their home bank. The full US\$ invoice amount should be paid to PAS.
- 4. Any payments or funds that are returned for reasons of insufficient funds will incur an "NSF Fee" of \$35.
- 5. A Wire payment for less than \$1,200, for either a prepaid order or Invoice must include a \$35 fee.
- 6. Credit Card Fees of 4% will apply to all orders. We use PayPal to securely accept credit cards. A 4% fee is required to cover fees absorbed by PayPal for the use of the platform.
- 7. A Bank Wire fee of \$35 will apply to all orders.
- 8. Late payments will be incurred in a 5% additional fee. Late Fees will accrue monthly on all open invoices until the balance is paid in full.
- 9. In the event PAS is forced to pursue collection and/or legal action for unpaid invoices the customer is responsible for all legal and collection costs/fees incurred as well as any finance charges, late fees or NSF fees.

## TERMS & CONDITIONS OF EXCHANGE

- 1. See the current PAS Exchange Agreement Form for Terms and Conditions on Exchanges.
- 2. For a First time Exchange or Prepaid Terms, a deposit is required First time customers and prepaid customers must provide a certified funds deposit for the full outright amount before the item can be released.

# TERMS & CONDITIONS OF PURCHASE

- 1. PAS reserves the right to immediately cancel a Purchase Order for any goods or services (the "Item") purchased by PAS.
- 2. All Items and accompanying documentation are subject to PAS inspection and acceptance at its own discretion. If an item is rejected, PAS withholds the right to either:
- a) return the item, free of charge, or
- b) accept the item with an agreed price reduction or
- c) request a replacement, free of charge.
- 3. All items shall be accompanied by documentation showing full chain of custody (trace) back to the certificating source identified by the Purchase Order requirements as well as a signed statement of non-incident from the certificating source. A non-incident statement shall include a similarly worded statement certifying the item was not obtained from any government or military source nor was subjected to extreme stress or heat (as in major engine failure, accident, or fire), or immersed in saltwater. Items obtained from a Government, Military or Private source will not be accepted.
- 4. All items shall be accompanied by a material certification (ATA-106) and a signed non-incident statement from the seller.
- 5. Items represented in a Serviceable (Modified, Inspected, Tested, Repaired, Overhauled or Rebuilt) condition must be accompanied with an original Airworthiness Certificate, as specified by the PAS Purchase Order requirements, substantiating

the material's condition. A Report describing the maintenance activity in greater detail is required unless otherwise specified in the Purchase Order requirements.

- 6. When an original Airworthiness Certificate is provided, the data used for maintenance and issuance of the Return / Release To Service shall not deviate from the current manufacturer's Maintenance Manual or Instructions for Continued Airworthiness ( No DER, IEN, ORI etc.) without explicit approval provided in writing by the Purchaser.
- 7. If the quantity ordered is less than the full quantity indicated on the Airworthiness Certificate, a True Certified Copy shall be provided.
- 8. Unless otherwise specified and agreed to in the PAS Purchase Order, items represented in a "Repaired" condition shall be warranted to PAS for 6 months from the date of the Airworthiness Certificate and items represented as "Overhauled" condition shall be warranted to PAS for 1 year from the date of the Airworthiness Certificate.
- 9. Items will not be accepted when inadequate documentation is provided to establish objective traceability back to the certificating source, as specified in the PAS Purchase Order.
- 10. When an item has been determined to be BER (Beyond Economical Repair) by an FAA Certified Repair Station, for either the absence of repair methods or available repair methods more costly than the item's current market value and/or agreed upon repair capability, PAS reserves the right to return it to the supplier.
- 11. As-Removed parts will not be approved and accepted until the parts have been sent to an FAA certified repair station for proper inspection and evaluation.
- 12. Inspection/evaluation of As-Removed item: Adequate time will be given by the supplier for PAS to fully evaluate the item to determine its acceptance. PAS will do its best to have the item inspected and a disposition provided within 30 days from the date of shipment.
- 13. When an RMA is requested for the return and credit of a item, it shall be provided within seven (7) business days, or the item will be shipped back to the supplier without the benefit of having an RMA.
- 14. Shelf-life sensitive items must be identified and marked with a cure date and/or expiration date.
- 15. Life Limited Parts (LLP) must have documentation showing back to birth (installation at Zero Cycles or New Condition) as well as the current life status (Times and/or Cycles) certified by the last certificating source.
- 16. Engine parts are required to have trace back to an Engine Serial Number (ESN).
- 17. Interchangeable or alternate items are not accepted without explicit prior written approval by a PAS representative.
- 18. Packaging of items shall be appropriate for the material being shipped and adequately protected from any handling or intransit damage.
- 19. Ensure proper Shipping Instructions are followed. PAS will not be responsible for additional costs incurred from shipping errors and may pass these costs onto the Supplier.
- 20. Any information related to the Purchase Order shall be confidential.
- 21. When necessary, suppliers shall draw down to their suppliers the requirements specified by the PAS Purchase Order.
- 22. Acceptance of a PAS Purchase Order provides the right of access by PAS, our customer and/or regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

- 23. The supplier shall notify PAS of any nonconformities affecting items supplied to PAS and notify PAS of any major changes to the supplier's QMS which may affect the item's quality.
- 24. A Quality Management System, appropriate for the size and scope of the organization, shall be implemented, which includes processes for the prevention of suspected unapproved parts and counterfeit parts as well as being aware of the supplier's contribution to product / service conformity, product safety and the importance of ethical behavior.
- 25. Records relating to items supplied to PAS shall be retained for a minimum of 2 years after the date of sale.
- 26. Acceptance of a PAS Purchase Order constitutes acceptance of the terms and conditions stated herein.

Prestige Aero Services reserves the right to modify these terms and conditions from time to time.

**Revision 1 May/14/2025**