

TERMS & CONDITIONS OF SALE

Prestige Aero Services (PAS)

A. Sales Terms

1. All price quotations issued by Prestige Aero Services (PAS) are valid for **thirty (30) calendar days** from the date of issuance, unless otherwise stated in writing.
2. All units are sold on a **first-come, first-served basis**, regardless of the quotation date.
3. The **minimum order value** is **\$100 per Purchase Order**. For multiple-item quotations, a **\$50 minimum per line** applies.
4. Prepaid orders (including credit card, wire transfer, ACH, or other certified funds) must be completed within **seven (48) Hours** of order confirmation. PAS reserves the right to cancel unpaid orders after this period.
5. Orders received with a valid Purchase Order (PO) constitute a binding agreement between Prestige Aero Services (PAS) and the customer. Upon receipt of the PO, the unit is reserved for the customer and removed from availability for sale to other customers. If the customer cancels the order without a valid reason, PAS reserves the right to invoice the customer a cancellation fee equal to **25% of the part's value**.
6. Risk of loss transfers to the buyer upon delivery of goods to the customer's designated carrier. PAS assumes **no responsibility for loss, damage, or delay** caused by carriers, couriers, or third-party handlers.
7. Requests to return material must be submitted within **thirty (30) days** from the invoice date and require a **Return Material Authorization (RMA)** issued by PAS.
8. Approved returns are subject to a **25% restocking fee**, in addition to any applicable logistics, handling, or inspection fees.
9. No returned material will be accepted without a valid PAS-issued RMA.
10. Returned material must be received by PAS within **fifteen (15) calendar days** from the RMA issuance date, properly packaged and accompanied by all original documentation. The RMA number must be clearly marked on the exterior of the package.

11. When parts are sold and subsequently sent to a repair facility for evaluation, **payment is due by invoice terms**, regardless of the time required to complete the evaluation or determine repair costs.
 12. All exchange and/or repair fees are billable to the customer and subject to a **10% handling fee** based on repair cost. If an exchange is converted to an outright sale, a **\$100 flat handling fee plus shipping costs** will apply.
 13. For warranty or non-warranty returns, the customer is responsible for **all inbound and outbound logistics costs**. Repair quotes will be deemed **approved after forty-eight (48) hours** unless PAS is notified otherwise in writing.
 14. Warranty claims will be denied if failure is caused by conditions outside the scope of the original repair. If **No Fault Found (NFF)** is determined, all associated costs will be billed to the customer.
 15. When off-site scrapping is approved, a **Scrap Certificate** must be provided within **fifteen (15) calendar days** of RMA issuance and must include part number, serial number (if applicable), description, and scrapping date.
 16. Returned material originating from an end user (maintenance facility or operator) must include a **Statement of Non-Use**, certifying the item was not installed or operated.
 17. Credits or refunds will be issued only after **final inspection and acceptance** of the returned material.
 18. Replacement items require a **new Purchase Order** and constitute a separate transaction.
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B. Warranty Terms

Unless otherwise specified in writing, PAS warranties are as follows:

- **New Surplus:** 30 days from invoice date
- **Factory New:** 1 year from manufacturer's Certificate of Conformance or Airworthiness Certificate
- **Inspected/Tested:** 30 days from tag date
- **Repaired:** 6 months from tag date
- **Overhauled:** 1 year from tag date

- **As-Removed:** Items sold under \$500 are sold **AS-IS** with **no warranty**
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C. Export Compliance

Issuance of a Purchase Order constitutes acceptance of these Terms & Conditions and compliance with all applicable **U.S. Export Administration Regulations (EAR)**. Any required export licenses are the sole responsibility of the purchaser.

TERMS OF PAYMENT

1. Personal checks are **not accepted**.
 2. Business checks require **prior approval and established terms**.
 3. First-time customers must remit payment via **certified funds** (Wire, ACH, Certified Check, or Credit Card).
 4. Pre-Paid orders of **\$5,000 or greater** require certified funds.
 5. Invoices unpaid after **thirty (30) days** are subject to a **2% monthly finance charge**.
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ADDITIONAL FEES

1. AOG Fee: **\$250**
 2. Hazmat/Dangerous Goods Fee: **\$250**
 3. All bank and wire fees imposed by the purchaser's bank are the purchaser's responsibility.
 4. Returned payments due to insufficient funds incur a **\$35 NSF fee**.
 5. Credit card payments incur a **4% processing fee**.
 6. A **\$25 bank wire handling fee** applies to all wire transactions.
 7. Late payments incur a **5% late fee**, accruing monthly until paid in full.
 8. Customers are responsible for **all legal, collection, and enforcement costs** incurred by PAS for unpaid balances.
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TERMS & CONDITIONS FOR EXCHANGES

1. Exchanges are governed by the **PAS Exchange Agreement Form**.
 2. First-time and prepaid exchange customers must provide a **deposit equal to the full outright value** prior to release.
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TERMS & CONDITIONS FOR PURCHASES (PAS AS BUYER)

1. PAS reserves the right to cancel any Purchase Order at its sole discretion.
2. All material is subject to PAS inspection and acceptance. Rejected items may be returned, accepted at a reduced price, or replaced at the supplier's expense.
3. Full traceability to the certifying source and a signed **Non-Incident Statement** are required. Items sourced from government or military origins are not accepted.
4. Material certifications (ATA-106) and supporting airworthiness documentation are mandatory.
5. Serviceable items must be supported by original Airworthiness Certificates and maintenance reports.
6. Maintenance data must conform to OEM manuals unless otherwise approved in writing.
7. Partial quantities require **True Certified Copies** of documentation.
8. Warranty periods apply as stated unless otherwise agreed.
9. Items lacking adequate traceability will be rejected.
10. BER items may be returned to the supplier at PAS discretion.
11. As-Removed items require evaluation by an FAA-certified repair station.
12. Evaluation periods may extend up to **30 days**.
13. RMAs must be issued within **seven (7) business days** or the item may be returned.
14. Shelf-life items must be clearly identified with expiration data.
15. LLPs require **back-to-birth documentation**.
16. Engine parts must trace to an **Engine Serial Number (ESN)**.
17. Alternate/interchangeable parts require written PAS approval.

18. Proper packaging is required to prevent transit damage.
19. Shipping instructions must be followed; additional costs may be charged back to the supplier.
20. Purchase Order information is confidential.
21. PAS and regulatory authorities retain right of access to records and facilities.
22. Suppliers must notify PAS of nonconformities and QMS changes.
23. Suppliers must maintain a Quality Management System addressing counterfeit and unapproved parts.
24. Acceptance of a PAS Purchase Order constitutes acceptance of these Terms & Conditions.

LEGAL & LIABILITY PROVISIONS

1. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the **State of [YOUR STATE]**, without regard to conflict-of-law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the **state or federal courts located in [COUNTY, STATE]**, and the parties hereby consent to personal jurisdiction therein.

2. Limitation of Liability

To the maximum extent permitted by law, PAS shall not be liable for any **indirect, incidental, consequential, special, or punitive damages**, including but not limited to loss of use, loss of revenue, AOG costs, or aircraft downtime, regardless of the legal theory asserted. PAS's total liability for any claim shall not exceed the **invoice value of the specific item giving rise to the claim**.

3. Disclaimer of Implied Warranties

Except as expressly stated herein, PAS makes **no warranties**, express or implied, including but not limited to any implied warranties of **merchantability** or **fitness for a particular purpose**, which are hereby expressly disclaimed to the fullest extent permitted under applicable law.

4. Force Majeure

PAS shall not be liable for delays or failure to perform caused by events beyond its reasonable control, including but not limited to acts of God, government actions, FAA directives, labor disputes, transportation disruptions, supply shortages, or carrier delays.

5. Chargebacks and Payment Disputes

Initiation of a credit card chargeback without first complying with PAS return and RMA procedures constitutes a material breach of these Terms. PAS reserves the right to recover all costs associated with chargebacks, including processing fees, administrative fees, and legal costs. Chargebacks may void return and warranty eligibility.

6. Late Fees and Finance Charges

Late fees and finance charges shall not be cumulative. PAS reserves the right to apply either a one-time late fee or a recurring finance charge, at its discretion, as permitted by law.

7. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Assignment

Customer may not assign or transfer any rights or obligations under these Terms without the prior written consent of PAS.

Prestige Aero Services reserves the right to modify these Terms & Conditions at any time.