

TERMS AND CONDITIONS OF SALE

Effective: 6/15/2007

ACCEPTANCE AND ACKNOWLEDGMENT

Any performance on the sales order (hereinafter referred to as S.O.) is deemed an acceptance, without exception, of the terms and conditions set forth on the face of the sales order and in these terms and conditions. Upon your request, we will acknowledge receipt of hard copy purchase orders, and their acceptance or denial, via fax within one (1) working day.

ORDER MINIMUMS

Unless other terms have been agreed, minimum orders are \$25 per domestic order and \$50 per international order.

PRICING

Every effort will be made to maintain the quoted prices and will be valid for thirty (30) days; however, prices are subject to change (without notice) due to changes in costs of material and/or manufacturing services. If any change occurs in pricing, you will be notified before your order is shipped, and given the opportunity to cancel your order.

EXCHANGE ORDER TERMS

To avoid late fees and/or outright billing of replacement cost, all core units must be returned to us within fifteen (15) days of receipt. A late fee may be charged to any exchange order in which the core is not returned within thirty (30) days. The late fee is equal to 10% of the original price per week or a fraction thereof. Cores should be accompanied by a Core Return Sheet to help expedite the processing of the order. The Core Return Sheet will accompany the exchange part, or can be obtained by contacting your sales representative. The core must be a like part number unless otherwise stated in writing. It must have a legible data tag with part number and serial number on it or it may be rejected. Excessive repair/overhaul charges on your core unit plus any additional freight charges incurred will be billed as they become available. Evaluation of your core may take up to ninety (90) days from receipt; if further time is needed we will notify you at that time. All shipping charges, involved in returning a core, including but not limited to freight, customs, duties, and taxes must be prepaid by the Buyer. Failure to do so may result in refusal of the shipment at the Buyers' expense.

LIFE LIMITED PART EXCHANGE ORDER TERMS

Time sensitive parts are required to have log book entries stating time since new (TSN), cycles since new (CSN), part number, serial number, aircraft model, aircraft serial number, aircraft tail number, A&P mechanic signature and license number or FAA approved repair station license number and inspectors stamp. To avoid late fees and/or outright billing of replacement cost required cores must be returned with these documents.

RENTAL / LOANER ORDER TERMS

Rental/loaner prices are billed per week or fraction thereof plus recertification, unless otherwise stated in writing. When returning the rental unit it must have documentation with hours and/or cycles that the part has been used or additional rental fees may apply. Rental/loaner units will be sent out for evaluation and if any abnormal problems arise there may be additional charges.

AS REMOVED / REPAIRABLE ORDER TERMS

As removed and repairable (AR, RP) merchandise is sold based on such part requiring a overhaul/repair, if such part is determined to be beyond economical repair (B.E.R.) then it can be returned for a full refund within thirty (30) days from the date of sale, unless otherwise stated in writing. Such part must also have a copy of a work order from an FAA approved repair station stating that it is beyond economical repair (B.E.R.).

PAYMENT TERMS

Shipments to customers, who have not established credit terms will be made on a C.O.D. basis, charged to a credit card (VISA, MasterCard or American Express only) or wire transfer. The bank transfer information is available upon request. Invoices will be faxed at the time of shipment.

Payments from customers who have been given open terms should be mailed to the address shown on the invoice within thirty (30) days of receipt or else such payments will be subject to an interest charge of 1.5% per month until paid and any collection costs or fees incurred (unless special terms were arranged). Accounts with unpaid balances over sixty (60) days will be placed on credit hold. Baltac Aviation, Inc. reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice, and to require guaranteed security or payment in advance for the amount of the order.

CREDIT APPLICATION

Customers that wish to pay on credit terms but have not established credit with Baltac Aviation, Inc. must fill out and sign an "Application for Credit" form, and then fax the completed form back to (954) 572-8341. The form is available online as an Adobe Acrobat PDF document. [Click Here to download the form \[127 kb\]](#). Adobe Acrobat Reader is required to view the file. [Click here to get Adobe Reader](#). Once completed this application must be returned via fax. The application will be reviewed and the customer will be notified of possible credit terms.

DELIVERY

The majority of items we offer are in stock. Stocked items will be shipped the same day in most cases unless delayed delivery is requested. If we are temporarily out of stock, you will be notified and a lead time will be provided for the back-ordered item. All orders will be shipped F.O.B. origin via the arrangements that have been made. Each order will be charged an insurance fee of .5% unless we have an "Insurance Release" form on file prior to your order. The form is available online as an Adobe Acrobat PDF document. [Click Here to download the form \[216 kb\]](#). Adobe Acrobat Reader is required to view the file. [Click here to get Adobe Reader](#).

CERTIFICATION

Baltac Aviation, Inc. maintains complete traceability on all items. Upon request, at no additional charge, a Certificate of Conformance can be supplied. If a copy of the manufacturer's certification is required, this must be stipulated on your purchase order and an additional charge may be assessed. FAA 8130-3 forms are issued with overhauled, serviceable or new parts unless otherwise noted.

PACKAGING

Special package markings (custom labeling) will be agreed upon at the time your account is established, with any exceptions noted clearly on the purchase order. Please contact your sales representative to arrange for custom labeling. If custom labeling is not requested, parts will be shipped with our standard label.

SHIPPING DAMAGE

Damage due to shipping must be reported to Baltac Aviation, Inc. within forty-eight (48) hours and claimed with the appropriate freight company, any notice after this allowed time, will be subject to Baltac Aviation's discretion. Baltac Aviation, Inc. will replace said S.O., as described in the WARRANTY clause, when said damage is due to improper packaging. Baltac Aviation, Inc. will not be liable for, including but not limited to, damage due to the freight company's neglect, lost shipment, or delays.

RETURN POLICY

Under certain conditions, shipments of parts regularly carried in stock may be returned. Please contact your sales representative for a Return Material Authorization (RMA) number within thirty (30) days of invoice date. Customers who do not obtain an RMA will be responsible for any excess costs incurred. Parts must be returned in the original Baltac Aviation, Inc. packaging and with the original traceability paperwork provided. All items approved for return are subject to a restocking fee of twenty percent (20%) and possible re-certification fee. All freight charges are non-refundable. No material will be accepted after a period of thirty (30) days. All shipping charges, involved in returning a unit, including but not limited to freight, customs, duties, and taxes must be prepaid by the shipper. Failure to do so may result in refusal of the shipment at the Buyers expense.

WARRANTY

New, overhauled or serviceable parts supplied by Baltac Aviation, Inc. are warranted to be free from defects in material and workmanship at the time of delivery. Warranty consideration is valid for six (6) months for new or overhauled parts and three (3) months for serviceable parts from the shipment date of the part. If within this time, such part is found to be defective in material or workmanship, Baltac Aviation, Inc. shall, if it confirms the existence of the defect, replace such defective part at its own expense and with reasonable promptness or refund our invoice price.

The Buyer is required to provide Baltac Aviation, Inc. with written notice of a claimed defect, including reasonable proof that the defect is covered by the warranty, within two (2) weeks after the defect becomes apparent. If a replacement unit is supplied prior to evaluation of such part, Baltac Aviation, Inc. will invoice this replacement unit at the current price until such evaluation can be made on the warranty unit.* If Baltac Aviation, Inc. is unable to verify the claimed defect, then any fees incurred to return the unit to the original condition as sold plus a \$50.00 processing fee will be charged. Baltac Aviation, Inc. reserves the right to deny warranty, if at any time, Buyers account becomes delinquent or in default. Baltac Aviation, Inc.'s liability for breach of any obligations with respect to the sale of the part is limited solely to the refund of the invoice price of the product or replacement of the product, at our option. This Warranty expressly excludes any liability for cost of installation of the product, removal of the product and any damages for lost profits or consequential damages.

TAXES

Buyer agrees to pay any taxes imposed by law on account of the goods and services ordered hereunder.

BILLING DISPUTES

Any disputes over charges made by Baltac Aviation, Inc. must be submitted to mediation as a prerequisite to the filing of any lawsuit. The mediation conference shall take place in accordance with the Commercial Industry Mediation Rules of the American Arbitration Association then in force. Venue for any mediation conference shall be Broward County, Florida and any litigation involving the S.O. shall take place in the Circuit Court in and for Broward County, Florida. The S.O. shall be governed by and construed in accordance with the laws of the State of Florida without regard to that state's conflict of law provisions or the laws of your state of residence. The

prevailing party, as determined by a court of competent jurisdiction, in any litigation involving the interpretation or enforcement of the S.O. shall be entitled to recover its attorney fees (including paralegal fees and attorney fees on any appeal) and costs from the other side.