



AERO SUPPLY

Terms and Conditions

Acceptance

For purpose of these General Terms and Conditions of Purchase, JS Aviation Holdings, Inc. DBA JS Aero Supply shall be known as “Buyer” and the supplier of the goods shall be known as the “Seller” hereunder. Agreement by Seller to furnish the materials or services hereby ordered, or furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this purchase order subject to these terms and conditions. In the event this purchase order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless agreed to by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties.

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 terms – General

Core charges will be billed in advance unless prior considerations have been made and agreed upon. All core units must be returned to us within fourteen (14) 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 20% of the original price per week or a fraction thereof. Cores being returned should be accompanied by a Core Return tag or equivalent to help expedite the processing of the return. 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. 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.

Exchange terms – Standard Exchanges

Excessive repair or overhaul charges on your core unit plus any additional freight charges incurred will be billed as they become available. If the core is found Beyond Economical Repair (B.E.R.) by a repair station, then an additional charge for the core value and a core evaluation fee will be due. 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. Standard Exchanges cannot be changed to Flat Rate Exchanges without written approval.

Flat Rate Exchange – Additional Terms

Flat Rate Exchange excludes cores that are found, Beyond Economical Repair (B.E.R.), previously disassembled, incomplete, or units containing unauthorized parts.



AERO SUPPLY

Life Limited Part Exchange – Additional 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 S.O. 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 S.O. 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.).

Certification

JS Aero Supply 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.

Shipping Damage

Damage due to shipping must be reported to JS Aero Supply. within forty eight (48) hours and claimed with the appropriate freight company, any notice after this allowed time, will be subject to JS Aero Supply's discretion. JS Aero Supply will replace said S.O., as described in the WARRANTY clause, when said damage is due to improper packaging. JS Aero Supply 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 the sales team for a Return Material Authorization (RMA) number within thirty (30) days of invoice date. Parts must be returned in the original packaging and with the original traceability paperwork provided. All items approved for return are subject to a restocking fee of 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.



AERO SUPPLY

Warranty

New, overhauled or serviceable parts supplied by JS Aero Supply, are warranted to be free from defects in material and workmanship at the time of delivery. Warranty consideration details for sold units are presented at time of sale. Some TBO controlled units will have an hour, cycle, or time warranty limit; these units will be noted by "Prorated/Limited Warranty". Limited Warranty units must be sent in for warranty repair. If time does not permit then a prorated exchange will be offered for Limited Warranty units. Wheels with a tire, carry a warranty on the wheel only. Tires are not warranted by JS Aero Supply but rather the MFG of the tire. Brakes must be sent in for warranty repair. Off the shelf replacement is not applicable for tires and brakes. If within the time stated above or noted on the SO/Invoice, such part is found to be defective in material or workmanship, JS Aero Supply 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 JS Aero Supply 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, JS Aero Supply will invoice this replacement unit at the current price until such evaluation can be made on the warranty unit. Shipping charges, involved in replacement and/or returning a warranty unit, will be covered by JS Aero Supply up to a maximum of \$250. If JS Aero Supply is unable to verify the claimed defect, then any fees incurred to return the unit to the original condition as sold plus a \$100.00 processing fee will be charged. JS Aero Supply reserves the right to deny warranty and/or terminate its warranty obligation, if at any time; (i) Buyer's account becomes delinquent or in default (ii) or the Buyer, on their own behalf, purchases a replacement unit from a second source. JS Aero Supply 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.

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. Credit card orders may incur up to a 4.0% processing fee. The bank transfer information can be obtained by contacting JS Aero Supply. Payments from customers who have been given open terms should be mailed (or submitted via ACH or Wire Transfer) 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. JS Aero Supply 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 S.O.

Credit Application

Customers that wish to pay on credit terms but have not established credit with JS Aero Supply must submit trade references within a credit application which will be review by our accounting team.



AERO SUPPLY

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 JS Aero Supply 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 Bergen County, NJ and any litigation involving the S.O. shall take place in the Circuit Court in and for Bergen County, NJ. 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.