



TERMS & CONDITIONS OF SALE

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 & Conditions of Sale. Upon your request, we will acknowledge receipt of hard copy purchase orders, and their acceptance or denial, via email within one (1) working day.

ORDER MINIMUMS

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

PRICING

Every effort will be made to maintain the quoted prices and quoted prices 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.

SHIPPING CHARGES/FREIGHT

On occasion, exact freight/shipping charges will not be known until the item(s) actually ship. In these circumstances, freight/shipping will be listed on the S.O. as "TBD" (to be determined). You expressly agree to pay all freight/shipping charges once advised by Us of the total amount due.

EXCHANGE ORDER TERMS (All Types) as-is, overhauled, serviceable, repaired, new

Core charge(s), will be billed in advance for any core charge, unless prior arrangements have been made. To avoid outright billing of replacement cost, all core units must be returned to us within fifteen (15) days for domestic shipments or thirty (30) days for international shipments of receipt of Exchange Part. A late fee may be charged to any exchange S.O. in which the core is not returned within the foregoing timeframes. The late fee shall be equal to 10% of the original price per week or fraction thereof. Cores being returned should be accompanied by a Core Return Sheet to help expedite the processing of the S.O. 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 agreed to in writing beforehand. 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.

STANDARD EXCHANGE (Additional Terms)

Excessive repair / overhaul charges on your core unit plus any additional freight charges incurred will be billed as they become available. If core is found to be Beyond Economical Repair (B.E.R.), then an additional charge for the replacement



price 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 Exchange cannot be changed to Flat Rate Exchange without written approval.

FLAT RATE EXCHANGE (Additional Terms)

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

LIFE LIMITED PART EXCHANGE ORDER TERMS (Additional Terms)

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

EXCHANGE P.O. TERMS

Core(s) will be returned within thirty (30) days of receipt of exchange unit. The core will be of like part number unless otherwise stated in writing. It will have a legible data tag with part number and serial number on it. Excessive repair/overhaul charges on core unit must be billed within ninety (90) days from receipt; failure to do so will result in non-payment

AS REMOVED/REPAIRABLE P.O. TERMS

As removed and repairable (AR, RP) merchandise is sold based on such part requiring an 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 will also have a copy of a work order from an FAA approved repair station stating that it is beyond economical repair (B.E.R.) or showing that the cost to repair plus purchase price exceeds replacement cost.

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 upon return and if any abnormal problems are found there may be additional charges.

AS REMOVED / REPAIRABLE ORDER TERMS

As removed and repairable (AR, RP) merchandise is sold based on such part requiring an overhaul/repair. If such part is determined to be 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 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/ACH. The wire transfer/ACH information is available upon request. Invoices will be faxed or emailed 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 interest charges at the maximum rate permitted under law until paid in full along with any collection costs or fees incurred, including but not limited to attorneys' fees. Accounts with unpaid balances over sixty (60) days will be placed on credit hold. Fly Parts, LLC 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. Improper or unlawful credit card disputes will be handled in the strictest manner possible, including but not limited to referral to law enforcement.

CERTIFICATION

Fly Parts, LLC 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.

DELIVERY

The majority of items we offer are in stock. Stocked items will be shipped the same day payment is made, when possible, depending on the time of day your order is received, unless delayed delivery is requested. If we are temporarily out of stock, you will be notified and an estimated 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 0.5% unless we have an "Insurance Release" form on file prior to your order. The form is available as an Adobe Acrobat PDF document.

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 Fly Parts, LLC within forty-eight (48) hours of receipt and claimed with the appropriate freight company, any notice after this allowed time, will be subject to Fly Parts, LLC discretion.

Fly Parts, LLC will replace said S.O., as described in the WARRANTY clause, only when said damage is due to improper packaging. Fly Parts, LLC will not be liable for damage due to the freight company's negligence, 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 Fly Parts, LLC 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 Fly Parts, LLC are warranted to be free from defects in material and workmanship at the time of delivery. Warranty consideration is valid for twelve (12) months for new or overhauled parts and six (6) months for new surplus or serviceable parts, or twelve (12) months on any Flat Rate Exchange part from the shipment date of the part. Some TBO controlled units will have an hour or cycle warranty limit; these units will be noted by "Limited Warranty".

Limited Warranty units must be sent in for warranty repair. If time does not permit then a prorated exchange will be offered. If within this time, such part is found to be defective in material or workmanship, Fly Parts, LLC 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, less shipping charges. The Buyer is required to provide Fly Parts, LLC 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, Fly Parts, LLC 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 Fly Parts, LLC up to a maximum of \$250. If Fly Parts, LLC 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. Fly Parts, LLC 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. Fly Parts, LLC'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 / DUTIES / GOVERNMENT CHARGES

Buyer agrees to pay any taxes, duties, tariffs, customs fees, and all other government imposed fees imposed by law on account of the goods and services



ordered hereunder.

MANDATORY, BINDING ARBITRATION; CHOICE OF LAW.

Any dispute, controversy, or claim arising out of or relating to Your use of Fly Parts, LLC services or in any manner the relationship between You and Fly Parts, LLC, including disputes related to Fly Parts, LLC's communications or the alleged breach by Fly Parts, LLC of its contractual duties, shall first be submitted to mediation as a prerequisite to the filing of a demand for arbitration. 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.

Should the dispute not be settled by mediation, the dispute shall be finally settled by binding arbitration in accordance with the Consumer Arbitration Rules the American Arbitration Association ("AAA"). To initiate arbitration proceedings, You must send a letter requesting arbitration and describing Your claim to Chief Legal Officer, Fly Parts, LLC, 2255 Glades Road, Suite 324A, Boca Raton, FL 33431. The arbitration of all disputes will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using AAA's procedures. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted in Broward County, Florida. The arbitrator shall award actual damages, but may not award, consequential, punitive, or exemplary damages. Furthermore, the arbitrator shall award costs, expenses of arbitration, and attorney's fees to the prevailing party.

In any arbitration proceeding, to the extent permitted by AAA's Rules, document discovery will be limited to those documents relevant and material to the outcome of disputed issues, and depositions will be permitted only in exceptional cases.

CLASS ACTION WAIVER. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER PERSONS. NEITHER YOU, NOR ANY OTHER CUSTOMER, CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING AGAINST US.

In the event this mandatory, binding arbitration provision is deemed unenforceable for any reason, the foregoing class-action waiver shall apply to any proceeding brought in any court.

JURY TRIAL WAIVER.

In the event of a permitted court proceeding, You hereby irrevocably waive Your right to a trial by jury.

The S.O. and these Terms & Conditions 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 or country of residence. Invalidation of any one of the covenants or terms of these Terms & Conditions by and arbitral decision or the judgment of a court of competent jurisdiction, shall not affect any of the other provisions of these Terms & Conditions which shall remain in full force and effect.

We recognize that it is possible for You to access this site from any jurisdiction in the world, and We have no practical ability to prevent such access. This site has been designed to comply with the laws of the United States. If any material on this site, or Your use of this site, is contrary to the laws of the place where You are when You access it, this site is not intended for You, and We ask You not to use this site. You are responsible for informing yourself of the laws of Your jurisdiction and complying with them.

FORCE MAJEURE

Neither party shall be liable for service interruptions, delays, failure to perform, damages, losses or destruction, or malfunction of any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, acts of God, war, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the effected party's reasonable control. The party so delayed or prevented from performing shall provide prompt notice of such event to the other party and shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance.