



A First Aviation Services Inc. Company

sales@turbinerotables.com

Phone (316) 943-6100

General Terms and Conditions of Sale

Definitions

"Seller" means Aerospace Turbine Rotables, Inc. "Customer" means the legal entity purchasing goods or services from Seller.

Prices

1. All prices are subject to change without notice. Invoice prices will be seller's price in effect at time of shipment.
2. All prices are F.O.B. Seller plant point of shipment.
3. All prices are less sales and excise taxes. All quotations and/or contracts shall be subject to increase without notice by the amount of any sales, use or excise taxes levied against such transactions by any Federal, State, Municipal or other domestic or foreign government agency unless tax exemption certificate can be furnished which will meet the approval of such agency.
4. All orders are payable in U.S. funds.
5. Seller is not responsible for any part left on the unit which is not part of the normal overhaul.

Credit Approval and Payment

1. Standard payment terms for domestic shipments are net thirty (30) days from the date of Seller's invoice, subject to credit approval. Standard payment terms for foreign shipments is credit card or bank wire transfer. When credit approval is not sought or given, standard payment terms are credit card (Visa, MasterCard, American Express), wire transfer (received by our bank prior to shipment) , or C.O.D.
2. Credit terms, shipments and performance of work are subject to the approval of Seller's credit department.
3. Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue shipments until past due obligations have been paid.
4. Invoices not paid by the due date are subject to finance charges, payable in U.S. funds at a rate that is equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate allowed by law. Interest will accrue on the balance of unpaid amounts until the payment is received by Seller.
5. Customer is liable to Seller for any expenses incurred, including, but not limited to, reasonable attorney's fees, filing fees, and court costs, in the collection of unpaid balances.
6. In the event of past-due amounts, Customer agrees that a mechanic's lien exists on equipment or property which is in the custody of Seller or present in Seller's premises, to the extent of Customer's unpaid balance with Seller.

Export

1. If a transaction involves an export of items, these items will be exported under the laws and regulations of the United States (U.S.) by Seller. Customer agrees that it will not divert, use, export or re-export such items contrary to U.S. law.

Core Exchange Policy

1. Cores must be returned in normal run-out condition. Dissimilar units and/or units demonstrating damage, abuse, or excessive wear will be invoiced to the customer at our current price.
2. Cores must be returned within 60 days from date of invoice. If not returned by that time, the Customer will be issued a core charge invoice, which is payable immediately.
3. Core credits may be issued against the core charge invoice at the discretion of Seller. Cores must meet our standard core condition policy.

Applicable Law

These terms and conditions shall be governed, and construed in accordance with, the laws of the state of Kansas. All disputes between Seller and Customer will be governed and construed in accordance with the laws of the state of Kansas.

Limited Warranty Policy

Seller warrants that all rebuilt or overhauled products sold by Seller, shall be free from defects in material and workmanship under normal use and service for a period of: and re

6 Months or 250 Hours	12 Months or 500 Hours
Blower Motors Brake Assemblies Cabin Comfort Controls Emergency Lights & Power Supplies Fire Test Panels Flap Motors & Gearboxes Hydraulic Power Packs Landing Gear Motors Landing Lights Rotating Beacons Strobe Lights, Power Supplies & Timers Tach Generators Voltage Regulators	Air Reservoirs Blow Down Bottles Elevator Tab Actuators Fire Extinguishers Flap Actuators Landing Gear Actuators Landing Gear Assemblies Landing Gear Gearboxes Main Gear Drag Braces Nose Gear Drag Braces Oxygen Bottles Oxygen Regulators Reduction Units Wheels Shimmy Dampers

(unless otherwise noted) from the date of installation into the aircraft if, and only if, the following conditions are met:

1. The unit and warranty claim, with all requested information properly supplied, has been returned to Seller or an authorized representative within 30 days of product failure date, freight prepaid. Units must be returned in "as removed condition."
2. No substitute parts shall have been installed in the product without prior authorization of Seller.

3. The product shall not have been disassembled, repaired, or altered outside of Seller's place of business unless express prior authorization was granted.
4. The product shall not have been subject to misuse, accident, or improper installation unless proof is submitted to the satisfaction of Seller that such abuse was not a cause for the claimed defect.

Limitations and Exclusions

1. The sole responsibility and liability of Seller and Customer's exclusive remedy under this claim arising out of, connected with, or resulting from, this sale or the performance or breach of any condition or warranty there under, or from the manufacture, delivery, or use of the product shall be the repair of, or replacement of, or credit for the defective product at Seller's option.
2. In no event, whether as a result of a breach of contract, warranty, tort (including negligence), or otherwise, shall Seller be liable for any special, consequential, incidental, or penal damages or expenses, including but not limited to, costs of removal and replacement of the product(s), loss of profit, goodwill, or revenues, loss of use of the product or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, or services, down time, or costs or claims of third parties for such damages or expenses.

Specific Terms

1. The foregoing warranty is exclusive and in lieu of all other warranties or remedies whether written, oral implied, or statutory. Seller makes no guarantee merchantability, fitness for a particular purpose, course of dealing, or usage of trade other than expressed in these terms and conditions and /or stated on the FAA 8130-3 form provided with the article.
2. Acceptance of the product by Customer shall constitute acknowledgment and acceptance of the terms, provisions, limitations, and exclusions set forth herein. Such terms, provisions, limitations, and exclusions shall not be modified, deleted, or supplemented except by an express written acknowledgment of Seller.

Claims

Any claims under this warranty should be made to Seller or an authorized representative. All claims shall be handled according to standard warranty procedures. A list of Seller's representatives may be obtained from Seller at (316) 943-6100, or from our web site at www.turbinerotables.com.