



Power Avionics & Accessories
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GENERAL TERMS AND CONDITIONS

THANK YOU FOR RECEIVING OUR ORDER.. BY ACCEPTING THIS DOCUMENT AND/OR AN AGREEMENT TO PURCHASE/ DO BUSINESS WITH /FROM POWER AVIONICS & ACCESSORIES., THE VENDOR AGREES TO THE FOLLOWING:

STANDARD TERMS AND CONDITIONS OF SALE POWER AVIONICS & ACCESSORIES. ("PAA")

1. THIS AGREEMENT IS ENTERED INTO BETWEEN PAA AND CUSTOMER FOR THE SALE OF PARTS/SERVICES LISTED ON THIS DOCUMENT. THESE TERMS AND CONDITIONS WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. IN THE EVENT OF ANY DISPUTE OR CLAIM, THE PARTIES HEREBY AGREE THAT ANY LAWSUIT OR OTHER LEGAL ACTIONS SHALL BE FILED IN THE COURTS OF BROWARD COUNTY, FLORIDA. NO STATEMENTS, NEGOTIATIONS, WARRANTIES, COURSE OF DEALING OR USAGE OF TRADE WILL BE PART OF THIS AGREEMENT, BETWEEN PAA AND VENDOR. PAA REJECTS ANY OF CUSTOMER'S INCONSISTENT OR ADDITIONAL TERMS, WHETHER SUBMITTED BEFORE OR AFTER THE TERMS AND CONDITIONS HEREIN, IN PURCHASE ORDERS OR HOWEVER STATED, AND SUCH SHALL NOT BE PART OF THIS AGREEMENT, UNLESS SPECIFIC AND EXPLICIT REFERENCES TO CHANGES TO THIS AGREEMENT ARE MADE IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF PAA. ANYONE SIGNING FOR THE VENDOR REPRESENTS THAT HE OR SHE IS EMPLOYED BY THE CUSTOMER IN THE CAPACITY INDICATED AND IS UNEQUIVOCALLY AUTHORIZED TO BIND THE CUSTOMER TO THIS AGREEMENT.

2. THE MINIMUM PURCHASE ORDER IS \$150.00. ALL ORDERS ARE SUBJECT TO A \$25.00 HANDLING FEE. A CONVENIENCE FEE OF 4% OF THE TOTAL INVOICE AMOUNT WILL BE ADDED FOR ALL PAYMENTS BY CREDIT CARD. DOMESTIC WIRE TRANSFER PAYMENTS CARRY A SERVICE FEE OF \$25.00, WHILE INTERNATIONAL WIRE TRANSFER PAYMENTS ARE \$60.00.

3. ORDERS FOR HAZMAT PRODUCTS/MATERIALS WILL INCUR A FEE OF \$250.00. THE COST OF IATA/FAA-MANDATED PACKAGING MATERIALS WILL BE INVOICED IN ADDITION. CRATING OR OTHER NON-STANDARD PRODUCT-SPECIFIC PACKAGING WILL BE INVOICED ADDITIONALLY.

4. ALL ORDERS PROCESSED FOR SHIPMENT BY 3:00 PM EST WILL SHIP THE SAME DAY. EXCEPTIONS INCLUDE HAZMAT SHIPMENTS, SHIPMENTS VIA FREIGHT FORWARDERS AND ANY SHIPMENTS USING CARRIERS, AGENTS OR INVOLVING SHIPPING MODES WHERE THE SUBMISSION CUT-OFF IS 1:00 PM EST. ALL ORDERS REQUIRING SAME-DAY SHIPMENT THAT CANNOT MAKE THE PRESCRIBED CUT-OFF TIME(S) ARE SUBJECT TO AN AOG FEE OF \$250.00 OR MORE. ALL SHIPMENTS OUTSIDE OF NORMAL BUSINESS HOURS, I.E. 08:30 AM - 5:00 PM, EST, MONDAY THROUGH FRIDAY ARE CONSIDERED AOG. AN AOG FEE OF \$250.00 WILL BE INVOICED FOR ALL SUCH SHIPMENTS.

5. UNLESS OTHERWISE SPECIFIED IN WRITING BY US, ALL MATERIALS SOLD IN "AS REMOVED" CONDITION ARE ONLY WARRANTED TO BE ECONOMICALLY REPAIRABLE. MATERIALS SOLD IN "SERVICEABLE" OR "OVERHAULED" CONDITION CARRY ONLY THE WARRANTY OF THE FAR-145 REPAIR STATION FOR THE ACTUAL WORK PERFORMED (PARTS & LABOR).

6. CONDITION CODES: FN = FACTORY NEW; NE = NEW MATERIAL; NS = NEW SURPLUS; OH = OVERHAULED; SV = SERVICEABLE; AR = AS REMOVED; ASIS = AS IS

EXPORT COMPLIANCE

1. UNITED STATES LAW PROHIBITS DISPOSITION OF THESE COMMODITIES TO: N.KOREA, IRAN, CUBA , SYRIA OR SUDAN UNLESS OTHERWISE AUTHORIZED BY THE UNITED STATES THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE TO BE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.

WARRANTY/RETURN

1. ALL CUSTOMER'S MUST REQUEST AN RMA FOR ANY WARRANTY/RETURN CONSIDERATIONS. IF A CUSTOMER WISHES TO RETURN A UNIT, THEY MUST REQUEST TO RETURN WITHIN 7 DAYS FROM INVOICE DATE. ALL RETURNS ARE SUBJECT TO A 35% RESTOCKING FEE. ANY CANCELLED PURCHASE ORDER WILL ALSO BE SUBJECT TO A 35% RESTOCKING FEE. IF A PART IS SOLD TO A CUSTOMER AND THEY REMOVE ANY PARTS OR RETEST THE UNIT IN ANY FORM, IT WILL AUTOMATICALLY VOID ANY AND ALL RETURN/WARRANTY CONSIDERATIONS. IF A UNIT IS RETURNED FOR WARRANTY PAA WILL REQUEST APPROVAL FROM CUSTOMER. CUSTOMER HAS 48 HOURS TO APPROVE OR DENY QUOTE. IF NOT APPROVED WITHIN THE ALLOTTED TIME FRAME THE PAA RESERVES THE RIGHT TO APPROVE OR DENY THE QUOTE. CUSTOMER IS RESPONSIBLE FOR ANY AND ALL FEE'S ASSOCIATED WITH WARRANTY INCLUDING BUT NOT LIMITED TO: FREIGHT, EVALUATION CHARGES, REPAIR COST, ETC. IF THE CUSTOMER DOES NOT PAY INVOICE WITHIN 30 DAYS (UNLESS ACCOUNT IS PREPAY/COD) OR COMMUNICATE WITH PAA, THEN THE PROPERTY WILL BE SURRENDERED TO PAA. ANY ORDERS RETURNED FOR WARRANTY WILL BE SUBJECT TO A HANDLING FEE OF \$150.00