

TERMS & CONDITIONS OF SALE



Tel. +1 786 708 0783
USA Aerospace Holding CO.,
3001 SW 10th street
Pompano Beach, FL 33069
www.usaerospaceholding.com

1. Price quotes provided by USAERO (USA AEROSPACE HOLDING CO.) are honored for 30 days unless sold in the interim.
2. Order Minimum is \$100 per Purchase Order. A \$50 per line minimum also applies.
3. Prepaid orders (credit card, wire transfer etc.) are subject to a 7-day processing limit, after which the sale may be canceled.
4. Once the goods are handed to the customer's carrier any damages, losses, or delays incurred during transit will be borne by the buyer. USA AEROSPACE HOLDING CO. accepts no responsibility for packages lost or damaged by a carrier, courier, or third-party handlers.
5. If the material is to be returned, an RMA must be requested within 30 days of the Invoice date.
6. Material approved for return within 30 days is subject to a 25% restocking fee as well as any associated logistic fees.
7. Returned material will not be accepted without an RMA issued by USAERO.
8. Returned material must be received at USAERO within 15 calendar days from the issuance date of the RMA with all original documentation. The RMA number provided must be clearly marked on the packaging which should be packaged properly to protect the part from any handling or in-transit damage.
9. Where parts are sold (in any condition) and subsequently sent to the shop for evaluation, the payment shall be made by the customer on the due date defined within the USAERO Invoice, regardless of the time required for a repair evaluation and/or repair fee determination.
10. All fees incurred for exchange and/or repairs are billable to the customer with a handling fee equal to 10% of the repair cost. If an exchange gets converted to "outright", the customer is responsible for a flat \$100.00 handling fee plus shipping costs.
11. Where parts are returned under RMA for warranty consideration or otherwise; The customer is responsible for all logistic fees to and from the shop back to the customer. Unless notified in writing, the shop quotes will be determined as approved 48 hours after being provided to the customer. The repair shop/vendor may cover a warranty repair but need additional related repairs that are not covered under the warranty, in this case, any related costs will be billed to the customer. If the shop determines there is NFF (No Fault Found) the customer will be billed for all charges and fees incurred including those mentioned above if applicable.
12. Where it is agreed upon, the part is to be scrapped off-site as opposed to returning a part to USAERO, a Scrap Certificate shall be provided to USAERO within 15 calendar days from the issuance date of the RMA. The Scrap cert shall, at minimum, include the Part Number, Serial Number (as applicable), description and date the part was scrapped.
13. Returned material from (directly or indirectly) an end-user (maintenance facilities and/or operators) must be accompanied with a statement of non-use, certifying that the part was not used and/or installed.
14. Credits and refunds will be issued upon final acceptance and receipt of the RMA
15. Replacements require a new purchase order and are treated as a separate transaction.
16. Warranties: Unless otherwise contractually specified with USAERO, the warranty offered is as follows:
 - a. New Surplus – 30 Days from Invoice date
 - b. Factory New – 1 Year from date of the Manufacturer's CofC or Airworthiness Certificate
 - c. Inspected and/or Tested – 30 Days from Tag Date
 - d. Repaired – 6 Months from Tag Date
 - e. Overhauled – 1 Year from Tag Date
 - f. As Removed – Parts sold for under \$500 each, are sold As-Is and have no warranty.
17. Issuance of Purchase Order constitutes acceptance of the terms and conditions stated herein as well as compliance with all applicable Export Administration Regulations. Export License acquisition is the responsibility of the purchaser and, where required, shall be obtained from the Bureau of Industry and Security.

TERMS OF PAYMENT

1. NO personal checks are accepted for any order.
2. NO business checks are accepted without approved terms.
3. First time order? USAERO will accept certified funds only: Certified Check, Wire, ACH, Credit Card (fees may apply, please see below for details).
4. COD Purchase Orders less than \$5,000 can be paid by Company check (except for first time order as noted).
5. COD Purchase Orders equal to or greater than \$5,000 must be paid by Certified check.
6. Wire payment for equal to or greater than \$1,200, for either a prepaid order or Invoice does not require a fee unless required by the bank of the issuer/purchaser and will be the responsibility of the issuer/purchaser.
7. Invoices not paid within 30 days of the date of the invoice are subject to a 2% monthly finance charge.

OTHER FEES

1. AOG Fee is \$250
2. Hazmat/Dangerous Goods Fee \$250
3. Purchaser is responsible for all bank or wire fees from their home bank. The full USD amount invoiced should be paid to USAERO.
4. Any payments or funds that are returned for reasons of insufficient funds will incur an "NSF Fee" of \$35.
5. A Wire payment for less than \$1,200, for either a prepaid order or Invoice must include a \$35 fee.
6. Credit Card Fees = 4% of total order. We use PayPal to securely accept credit cards. A 4% fee is required to cover fees absorbed by PayPal for the use of the platform.
7. Wire the fee is \$35.
8. Late invoice payments = 2%. Late Fees will accrue monthly on all open invoices until the balance is paid in full.
9. In the event USA AEROSPACE HOLDING CO. is forced to pursue collection and/or legal action for unpaid invoices the customer is responsible for all legal and collection costs/fees that are incurred as well as any finance charges, late fees or NSF fees.

TERMS & CONDITIONS OF EXCHANGE

1. See the current USAERO Exchange Agreement Form for Terms and Conditions of Exchange
2. First time Exchange or Prepaid Terms? A deposit is required – First time customers and prepaid customers must provide a certified funds deposit of the full outright amount before the item can be released to ship.

TERMS & CONDITIONS OF PURCHASE

1. USAERO reserves the right to immediately cancel a Purchase Order for any goods or services (the "Parts") purchased by USAERO.
2. All Parts and accompanying documentation are subject to USAERO inspection and acceptance at its own discretion. If Product is rejected, USAERO withholds the right to either a) return the Product, free of charge or b) accept the Product with an agreed to price reduction or iii) request a replacement, free of charge.
3. All Parts shall be accompanied with documentation showing full chain of custody (trace) back to the certificated source identified by the Purchase Order requirements as well as a signed statement of non-incident from the certificated source. The statement of non-incident shall include a similarly worded statement certifying the part was not obtained from any government or military source nor were they subject to extreme stress or heat (as in major engine failure, accident or fire), or immersed in saltwater. Products obtained from a Government, Military or Private source will not be accepted.
4. All Parts shall be accompanied with a material certification (ATA-106) and a signed statement of non incident from the seller.
5. Parts represented in a Serviceable (Modified, Inspected, Tested, Repaired, Overhauled or Rebuilt) condition must be accompanied with an original Airworthiness Certificate, as specified by the USAERO Purchase Order requirements, substantiating the material's condition. A Report describing the maintenance activity in greater

detail is required unless otherwise specified in the Purchase Order requirements.

6. Where an original Airworthiness Certificate is provided, the data used for maintenance and issuance of the Return / Release To Service shall not deviate from the current manufacturer's Maintenance Manual or Instructions for Continued Airworthiness (No DER, IEN, ORI etc.) without explicit approval provided in writing by the Purchaser.
7. If the quantity ordered is less than the fully quantity indicated on the Airworthiness Certificate, a True Certified Copy shall be provided.
8. Unless otherwise specified and agreed to in the USAERO Purchase Order, Parts represented in a "Repaired" condition shall be warranted to USAERO for 6 months from the date of the Airworthiness Certificate and part's represented in an "Overhauled" condition shall be warranted to USAERO for 1 year from the date of the Airworthiness Certificate.
9. Parts will not be accepted, where inadequate documentation is provided to establish objective traceability back to the certificated source, as specified in the USAERO Purchase Order.
10. Where a part has been determined to be BER (Beyond Economical Repair) by a Certified Repair Station, from either the absence of repair methods or available repair methods more costly than the product's current market value and/or agreed upon repair cap, USAERO reserves the right to return to the supplier.
11. As Removed parts will not be approved and accepted until the parts have been sent to a certified repair station for proper inspection and evaluation.
12. Inspection/evaluation of As Removed material: Adequate time will be given by the supplier for USAERO to fully evaluate the material to determine its acceptance. USAERO will do its best to have the material inspected and a disposition provided within 30 days from the date of shipment.
13. Where an RMA is requested for the return and credit of Product, it shall be provided within seven (7) business days or the product will be shipped back to the supplier without the benefit of having an RMA.
14. Shelf-life sensitive parts must be identified and marked with a cure date and/or expiration date.
15. Life Limited Parts (LLP) must have documentation showing back to birth (installation at Zero Cycles or New Condition) as well as the current life status (Times and Cycles) certified by the last certificated source.
16. Engine parts are required to have trace back to an Engine Serial Number (ESN).
17. Interchangeable or alternate parts are not accepted without explicit prior approval in writing by a USAERO representative.
18. Packaging of parts shall be appropriate to the material being shipped and adequately protected from any handling or in-transit damage.
19. Please ensure the provided Shipping Instructions are followed. USAERO will not be responsible for additional costs incurred from shipping errors and may USAEROs these costs onto the Supplier.
20. Any Purchase Order information or information related to the Purchase Order shall be confidential.
21. Where necessary, suppliers shall flow down to their suppliers the requirements specified by the USAERO Purchase Order.
22. Acceptance of a USAERO Purchase Order provides right of access by USAERO, our customer and/or regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
23. The supplier shall notify USAERO of any nonconformities affecting product supplied to USAERO and notify USAERO of any major changes to the supplier's QMS which may affect product quality.
24. A Quality Management System, appropriate for the size and scope of the organization, shall be implemented, which includes processes for the prevention of suspected unapproved parts and counterfeit parts as well as being aware of the supplier's contribution to product / service conformity, product safety and the importance of ethical behavior.
25. Records relating to products supplied to USAERO shall be retained for a minimum of 2 years from the date of sale.
26. Acceptance of a USAERO Purchase Order constitutes acceptance of the terms and conditions stated herein.