



GENERAL, WARRANTY TERMS & CONDITIONS OF SALE

GENERAL

These terms and conditions of sale apply to all aftermarket inspection and repair services offered by Aerospace Maintenance Supplies & Services, Inc. (doing-business-as AMS) and herein referred to as "AMS". Without limitation, the entity to which AMS is providing Products (as defined in the "Warranty" paragraph below) or services may be referred to herein as "customer". AMS's acceptance of the customer's purchase or repair order is conditioned upon the customer's acceptance of all these terms and conditions. Acceptance of AMS's Products and services shall be deemed to be acceptance of these terms and conditions. Any terms and conditions proposed in the customer's purchase order which vary, add to or conflict with these terms and conditions of sale are objected to and are not binding on AMS. Any modification or addition to these terms and conditions must be accepted in writing by AMS.

PRICES & CATALOGS

All quotations for services offered by AMS are valid for thirty (30) days from the date of issue and prices are quoted FOB the applicable AMS facility. All pricing catalogs are subject to change without advance written notice from AMS.

TURN-AROUND-TIME

Turn-Around-Time (TAT) refers to the number of days to perform the work described on the estimate or quote provided by AMS to the customer. Days are counted as business days and exclude weekends and/or Federal National Holidays.

AMS may interrupt its production schedule to accommodate "AOG" repairs. Your consideration toward our other customers will be greatly appreciated. A surcharge will apply and must be agreed to in advance.

NON-DISCLOSURE

Unless the parties otherwise agree in writing, any information, knowledge, or data (including but not limited to pricing and industrial processes) which the parties may disclose to each other shall be held in confidence and may not be either disclosed or used for any purpose except information which is in the public domain. The Customer shall not cause Aerospace Maintenance Supplies & Services dba AMS's proprietary information or trade secrets to be in the public domain.

LIMITED WARRANTY

Aerospace Maintenance Supplies & Services, Inc. (AMS) warrants to Customer that articles have been inspected, repaired or overhauled as per the Customer Agreement will be free from unapproved defects (as determined by the applicable manufacture maintenance manual) in workmanship at the time that AMS completes work. This Limited Warranty shall be governed by the laws of the State of Florida. All enforcement action must be brought in Miami-Dade County, Florida, U.S.A.



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The Limited warranty duration and conditional term shall vary depending on article status (Inspected, Repaired or Overhauled) as stated on FAA Form 8130-3. If at the time of customer's receiving inspection, the unit(s) have not operated in flight, and determined to have a workmanship defect, the customer must notify AMS in writing immediately. AMS shall audit the article's shop records, photos and /or video as necessary prior to approval of return-material-authorization. If "warranty" is found to be necessary, the article shall be returned to AMS with shipping costs at customer's expense, re-inspected and repaired as necessary.

Inspected: This warranty shall remain in effect for a period of thirty (30) calendar days from the date of the end of Inspected (FAA Form 8130 issue date). Article will be re-inspected free of charge to the customer. Customer shall bear all associated shipping costs.

Repaired: This warranty shall remain in effect for a period of thirty (30) calendar days from the date of the end of Repaired (FAA Form 8130 issue date). Article will be re-inspected and repaired again. AMS will pay for reasonable labor costs associated with repairs or replacements under this warranty up to the value of the original quote to the customer. Any additional repair costs outside of the original quote are considered "over-and-above" and shall be billed separately. Customer shall bear all associated shipping costs.

Overhauled: This warranty shall remain in effect for a period of one (1) calendar year from the date of the end of repair (FAA Form 8130 issue date), or until such time as the warranted item is altered otherwise rendered unsuitable for its intended use. AMS will pay for reasonable labor costs associated with repairs or replacements under this warranty up to the value of the original quote to the customer. Any additional repair costs outside of the original quote are considered "over-and-above" and shall be billed separately. Customer shall bear all associated shipping costs.

AMS warrants that all repairs will be done per the appropriate manufacturer's manual, FAA approved data, or as directed by the Customer. Defects and/or normal wear will be repaired. Base metal defects however are as is. If AMS inadvertently scraps a repairable part during the repair process, the Customer will receive consideration of no more than the overhaul price quoted.

AMS does not assume any responsibility for transportation costs in connection with the repair or replacement for any Product under this warranty, except when such transportation has been authorized in writing by AMS. In connection with the return of any Product, the customer shall state in writing the particulars of the nature of any defects in the Product.

AMS shall not be liable for any defects if the part has been altered, overhauled, or repaired (or has been tampered with) by others than AMS during the warranty period. This Limited Warranty does not apply to failure that is caused in whole or in part by the failure of another aircraft part or system.

Any defects caused by "poor" workmanship, our error or omissions, will be corrected at no charge. There are no other warranties express or implied. No reimbursement or other compensation will be given for consequential damages, delay, or loss of use.

Customer shall defend, indemnify, and hold harmless AMS for and against all losses, claims, suits, judgments, costs, and expenses, including but not limited to reasonable attorney's fees and all



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associated costs therewith, which may accrue against AMS by virtue of a claim by a third party for injury or death to person or damage to property as a result of the negligence performance or non performance by AMS of its obligations under this agreement, except to the extent that such injury, death, or damage is caused solely and directly to AMS's recklessness or willful misconduct.

This warranty will not apply in cases where improper storage, installation, misuse, neglect, or an accident, or an act of war or terrorism rendered the product defective.

INSURANCE

The Customer agrees to obtain and maintain in full force during the term of the Customer Agreement the following insurances: "All Risk's Insurance", "All Property Insurance", and comprehensive "Legal Liability Insurance" in favor of AMS, its personnel, and/or Subcontractors. The Customer waives subrogation claims against AMS. and its subcontractors.

All parts shall be insured against loss or damage when shipped to or from AMS.

EXPORT COMPLIANCE

AMS fully complies with all U.S. export control regulations, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). As a Term of Sale, AMS requires its customers to use reasonable efforts to cooperate with, and assist, AMS in the correct identification and classification of items provided by the customer which may be subject to U.S. export control regulations.

If the customer cannot, or will not, make commonly reasonable efforts to assist AMS in the correct identification or classification of items relative to U.S. export control regulations, then the customer hereby indemnifies and holds harmless AMS from any resulting violation and/or penalties which may arise from the inaccurate classification of items and any resulting exports of such items which occurs.

The term "item" (as described above) includes product or hardware, technical data, software, or technology which is subject to any U.S. export regulation. "Item" does not just refer to the physical product itself. AMS will not export restricted items without documented proof of a license or agreement from the appropriate governmental authority, and will follow all terms, conditions and provisos on such license or agreement as a condition of exporting and engaging in business with its customers. AMS shall not be liable in any way to customers or third parties for delays caused by licensing issues to the extent such licensing issues arise out of customer's failure to cooperate with and assist AMS in its efforts to accurately classify items provided by the customer or manufactured to the customer's requirements, designs and/or specifications.



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STORAGE AND SHIPPING

To avoid shop over capacity, AMS will generally prepare completed or Return-As-Is “RAI” units for shipment/delivery within 24 hours of customer disposition.

AMS shall prepare unit(s) for pickup or shipment as per customer’s written instructions, OEM recommendations or in accordance with ATA 300 guidelines.

AMS will charge storage fees for the following scenarios;

30 calendar days without approval to begin repairs, or

60 calendar days after work stoppage or cancellation, or

60 calendar days post-completion without redelivery

Unless a previous contractual arrangement or written agreement is established, any customer owned material or work order package that is not shipped or picked up within the allotted days, as stated above, shall be charged a storage fee at a **daily rate of \$15 per item** that weighs more than 5 lbs. This fee is capped at \$500/day regardless of the quantity of items.

After 365 calendar days AMS reserves the right to take legal action via mechanic’s liens and/or liquidation of customer owned material in storage if required to free up valuable real estate.

Shipping Container Requirements & Liability

- Customers must use shipping containers **approved by the OEM** when sending articles to AMS. These containers must also comply with international shipping regulations. The customer bears liability for any damage caused by improper packaging or mishandling.

Responsibility for Damaged Containers

- If AMS supplies a shipping container and it’s not returned within 15 calendar days, there’s a **\$100 per day** charge thereafter.
- If the container isn’t returned within 45 days, the customer must pay the full replacement cost of the container. Additionally, the customer is responsible for all repairs to damaged AMS owned containers.

Risk of Loss for Customer-Supplied Containers

- If a customer provides a faulty shipping container or requests use of a container that fails to meet AMS’s packing specifications, the customer accepts all liability for any loss or damage in transit—even if AMS repairs the container to return the component.



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RECORDS

AMS shall maintain copies of all maintenance records, regardless of type or status, for a minimum of 2 years after completion.

For components bearing FAA/EASA or FAA/CAA UK dual release 8130-3 certificates, AMS shall maintain copies of all maintenance records for a minimum of 3 years after completion.

Upon customer request, AMS shall generally maintain copies of maintenance records for up to 10 years after completion. AMS will consider all other requests if a customer has specific record retention requirements.

In the event a certificate requires correction, due to typos or other errors caused by AMS personnel, AMS shall make every effort to reproduce or issue a corrected certificate within 48 hours.

In the event a certificate is misplaced or requires correction due to typos or other errors caused by the customer, AMS shall make every effort to reproduce the certificate within 48 hours however reserves the right to invoice the customer \$100 per reproduced certificate.