

## Terms of sale

### General Terms of Sale

General terms and conditions shall apply to every contract of sale unless otherwise stipulated in writing. The buyer's own terms of purchase, sale or delivery, if any, shall only apply to the extent that Aircraft Parts Logistics (APL) has accepted them in writing for the specific contract.

### Purchase Terms

**Quotes:** A quotation shall be deemed to have expired thirty (30) days after the initial date unless the contrary is indicated.

**Pricing:** APL reserves the right to adjust its prices commensurate with the rise or fall in APL purchase prices or changes in the rate of exchange occurring from the time of quotation till the time of delivery. Freight, insurance and dangerous goods materials costs shall be assumed by the Buyer.

**Packing:** The goods are supplied in standard packing free of charge. Cost of special packaging required by the Buyer will be charged to the Buyer.

**Payment:** In the absence of agreement to the contrary, payments are due upon placing a Purchase Order (P.O). In the event that the Buyer fails to effect payment punctually, goods will remain at APL until full payment has been made.

**Cancellation:** In the event that a concluded purchase is approved by APL for cancellation with a written consent, the Buyer shall compensate APL for all special costs connected with the cancelled purchase including a restocking fee.

Special goods, made to order parts or non-stock parts, cannot be cancelled.

**Receiving and warranty:** Any lack of conformity shall be informed to APL no later than two (1) weeks after receipt with according evidence. The Buyer loses the right to make any claim in respect of defects in the goods supplied if he does not give written notice to APL specifying the nature of the defect immediately after discovery. The claimed defect must be discovered by Customer within this time, along with a written notice with evidence of the defect by Customer. If there is a defect in material APL replace the goods.

**DISCLAIMER OF WARRANTIES:** The warranties, obligations and liabilities of Aircraft Parts Logistics, and the customer set forth in this agreement are exclusive and in substitution for, and customer hereby waives, releases and renounces all other warranties, indemnities, obligations and liabilities of Aircraft Parts Logistics, and all other rights claims of customer against Aircraft Parts Logistics, express or implied, arising by law or otherwise, with respect to any conformance or defect in any parts or provided under this agreement, any indemnity against actual or alleged infringement, including but not limited to: (a) any implied warranty arising from course of performance, course of dealing or usage of goods; (b) any obligation, liability, right, claim or remedy in a wrongful act, whether or not arising from the negligence of Aircraft Parts Logistics; and (c) any obligation, liability, right, claim or remedy for loss of or damage to any aircraft or part. Exclusion of consequential and other damages. Aircraft Parts Logistics will have no obligation or liability, whether arising in contract (including warranty), tort (whether or not arising from the negligence of Aircraft Parts Logistics) or otherwise, for loss of use, revenue or profit or for any other incidental or consequential damages with respect to any nonconformance or defect in any parts, or other things provided under this agreement or, any indemnity against actual or alleged infringement or the like. Aircraft Parts Logistics will not be liable for any delay in performance of this agreement caused by: (i) Acts of god; (ii) War or armed hostilities; (iii) Government acts or priorities; (iv) Hurricanes, fires, floods, or earthquakes; (v) Strikes or labor troubles causing cessation, slowdown or interruption of work; (vi) delivery to anyone pursuant to an aircraft on ground (AOG) or critical request affecting any aspect of Aircraft Parts Logistics performance identified to an order; (vii) inability, after due and timely diligence, to procure materials, systems, accessories, equipment, or parts; or (viii) any other cause to the extent such cause is beyond Aircraft Parts Logistics control and not occasioned by Aircraft Parts Logistics fault or negligence. A delay resulting from any such cause is defined as an excusable delay.

**Liability:** Aircraft Parts Logistics shall not be liable for damage to real or personal property occurring whilst the goods are in the Buyer's possession, nor shall Aircraft Parts Logistics be liable for damage to products manufactured or repaired by the Buyer or to the products of which these form part. Aircraft Parts Logistics shall not be liable for consequential losses, loss of production, loss of profits, or other indirect losses.

To the extent that product liability towards a third party shall be imposed on Aircraft Parts Logistics, the Buyer shall hold Aircraft Parts Logistics harmless and indemnified to the same extent that Aircraft Parts Logistics liability is limited according to Product Liability.

**Force majeure:** The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Buyer from fulfilling his obligations, he shall compensate Aircraft Parts Logistics for expenses incurred in storing, securing and protecting the goods.

### Shipping, Handling and Delivery

Unless there is a written agreement stating the contrary, delivery shall be to APL Headquarters.

If the Buyer has not informed APL of any specific means of transportation, APL may, at its sole discretion and at the expense and risk of the Buyer, choose the means of transportation.

APL shall be entitled to deliver the goods in one or more consignments.