

Standard Terms & Conditions

1. Acceptance of Standard Terms and Conditions and Agreement: The Parts referenced on any Quote or Pro-Forma Invoice (collectively, "Quote") and, if the Quote is accepted and/or Parts are ordered under PURCHASER's purchase order or other ordering documents ("PPO"), the agreement for the sale of parts ("Agreement"), is subject to the agreement of PURCHASER (person/entity shown after TO: on the Quote or Invoice) that only these Standard Terms and Conditions ("ST&C") shall govern the transaction. No general terms and conditions of PURCHASER whether on the PPO or otherwise shall add to, vary from or conflict with the ST&C herein and each are hereby expressly objected to, and may become effective only if accepted by SELLER in writing signed by an authorized manager of each party hereto expressly referring to the portion of the ST&C that is added to or superseded. The Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
2. Limited Warranty, Remedies and Liability for Sale of Parts:
 - A. Warranty of Title: SELLER warrants that on Delivery to PURCHASER good title shall be delivered to PURCHASER, free and clear of liens and encumbrances.
 - B. Assignment of Third Party Warranties: Any warranties from the OEM, a prior operator, MRO or other third party ("Third Party") in existence and that are assignable at the time of sale, are assigned to PURCHASER at the time of and with the transfer of title to the Parts to PURCHASER, with recourse only to the Third Party and not to the SELLER.
 - C. Delivery, Acceptance, Shortages and Returns: Unless otherwise agreed, delivery shall be made Ex Works (Incoterms 2010) at SELLER'S warehouse or other designated location ("Delivery") and risk of loss shall pass to the PURCHASER. SELLER will deliver the Parts in conformity with the description and the condition set forth in the Quote. PURCHASER will accept each Part upon Delivery, subject to inspection and (i) the right to claim shortages of any Parts ("Shortage") by notice in writing given to SELLER within five (5) days after receipt of the shipment of Parts and (ii) the right to claim rejection of any Parts not conforming to the description and the condition (including words to the effect "as removed, guaranteed repairable") in the Quote (hereinafter "Non-conforming Parts") by notice in writing given to SELLER within thirty (30) days after Delivery. If the respective notices are not timely given, then it will be conclusively deemed for all purposes that the Parts were delivered and conform in all respects. PURCHASER will promptly return to SELLER (after obtaining an RMA# by calling +1 (772) 577-7787 or contacting your Sales or Account Manager Representative) or dispose of any Non-conforming Part pursuant to SELLER's written instruction at PURCHASER's expense, in either case subject to potential credit as provided herein. SELLER reserves the right and has the sole discretion to determine whether any Parts were a Shortage or Non-conforming Part and will not issue a credit for the Shortage or Non-conforming Part or return transportation if the request from PURCHASER be determined as incorrect or invalid. SELLER will, within a reasonable period of time after notice of rejection and return of the Non-conforming Parts, ship conforming Parts to replace any Non-conforming Parts unless PURCHASER cancels its order with respect to such Non-conforming Parts. All returns, for any reason, other than SELLER approved Non-conforming Part, will be subject to a 25% restock fee.
 - D. Disclaimers warranties, limitation of remedies and liability: the warranty of title, the assignment of assignable warranties, if any, and the rights as to shortages and non-conforming parts and the obligations and liabilities of SELLER expressly set forth immediately above, are expressly in lieu of and PURCHASER hereby waives any and all other warranties, agreements, guaranties, conditions, duties, obligations, infringement of intellectual property rights, or liabilities, expressed or implied, arising by law or otherwise, with respect to the goods supplied or services rendered hereunder, including without limitations any implied warranty of merchantability or fitness for a particular purpose. PURCHASER agrees that SELLER shall not be liable for any damage, loss or delay or for special, incidental, indirect or consequential damages or loss of revenue, profit, use or prospective economic advantage suffered by PURCHASER, directly or indirectly, arising out of SELLER's performance hereunder, whether or not caused by seller's negligence. No agreement or understanding varying, altering, or extending SELLER's liability hereunder shall be binding on SELLER unless in writing and signed by the PURCHASER and SELLER's duty authorized officer or representative.
 - E. Force Majeure. In addition to other SELLER'S disclaimers or limitation of damages, including for non-performance or delay, SELLER shall not be liable for any non-performance or delay arising from any cause or causes beyond the control of SELLER including, but not limited to, acts of God, acts of federal, state or local governments or any agencies or officers thereof, fire, the elements, flood, earthquakes, explosions, accidents, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, epidemic, quarantine restrictions, strike, walkout and disputes or differences with workmen. In the event of such delay, the delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay.
 - F. Damage in Shipping. PURCHASER agrees that SELLER is not liable for damage or loss in shipping and PURCHASER will have recourse only to the carrier and/or PURCHASER's insurance company.
 - G. Ceiling of Liability. The price allocable to any item Part or service alleged to be the cause of any loss or damage to the PURCHASER, or anyone claiming through PURCHASER, shall be the ceiling limit on SELLER'S liability, whether founded in contract or tort (including negligence) or other statute or law, arising out of, or resulting from (i) the Agreement or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement of any item, Part or service or (iii) the use of any item, Part or service of or delivered by SELLER to PURCHASER.
3. Indemnification: PURCHASER hereby releases and agrees to defend, indemnify and hold SELLER, its directors, officers, agents and employees ("SELLER Indemnitees"), harmless from and against any and all liabilities, demands, suits, damages, losses, expenses, claims, fines or judgments (including, without limitation all attorney's fees costs and expenses in connection therewith or incident thereto) for deaths of or injuries to any persons whomsoever (including, without limitation PURCHASER's employees) and for loss of, damage to destruction of, or delay in the delivery of any property whatsoever (including, without limitation, the aircraft or engine or part thereof) in any manner arising out of or in connection with the Parts subsequent to their Delivery by SELLER hereunder regardless of the negligence, active or passive, of any SELLER Indemnitee. PURCHASER will, at the request of SELLER negotiate any claim or defend any action or suit brought against SELLER or in which SELLER is joined as a party defendant based upon any matters for which PURCHASER has released and indemnified SELLER hereunder.
4. Taxes: PURCHASER will pay and agrees to indemnify, defend and hold SELLER harmless from any and all taxes and duties (not including any income or excess profit taxes) which may be imposed by any taxing authority, arising from the sale, repair, delivery or use of the Parts and for which SELLER may be held responsible for collection or payment, either on its own behalf or that of PURCHASER, shall be paid by PURCHASER to SELLER within five (5) business days upon SELLER's demand.
5. Payment terms: Payment shall be made in U.S. Dollars and payments terms, unless otherwise specified on the face side of the quote or invoice, will be "Cash on Delivery". All payments shall be made in full on or before the due date. Overdue accounts shall bear interest at the annual rate of 18%. The PURCHASER agrees to pay all cost of collection, including all attorney fees, if it becomes necessary to enforce payment from PURCHASER.
6. Governing Law; Jurisdiction and Venue, Prevailing Party Fees and Waiver of Jury Trial: The Agreement shall be governed and construed according to the laws of the State of Florida, USA, not including its choice of law rules, and the 1980 UN Convention on Contracts for the International Sale of Goods shall not apply. In the event of any dispute or claim, the parties hereby agree that any lawsuit shall be filed only in the state or federal courts sitting in Indian River County, Florida ("Indian River Courts"); provided, however, in the event of a dispute relating to the non-payment of sums claimed to be due (whatever may be the reason for such non-payment) or repossession or redelivery of the Parts, SELLER shall have the right to bring an action therefor in a competent court having jurisdiction over the Part, the Agreement, the PURCHASER or the subject matter in dispute. PURCHASER waives to the fullest extent possible any claim that the courts in Indian River County, Florida, do not have jurisdiction over PURCHASER, that venue is improper or that the forum is inconvenient. PURCHASER agrees that service of process in any proceeding may be made upon PURCHASER by hand delivery, certified or registered mail or reputable courier delivery to PURCHASER at the address listed on SELLER's Quote or Invoice or the PPO. Except as otherwise provided herein, the prevailing party in any lawsuit shall be entitled to recover its reasonable attorney's fees and costs of litigation and appeal. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT.**