



## TERMS AND CONDITIONS

Unless otherwise specifically agreed to in writing and signed by an authorized employee of Ntegrity Aircraft Parts, the following terms and conditions of sale shall apply resulting from Ntegrity Aircraft Parts, acceptance of Buyer's order. Any different or additional terms and conditions of sale set forth herein shall be conclusively presumed from Buyer's failure to reasonably object hereto in writing and from Buyer's acceptance of all or part of the products ordered. Ntegrity Aircraft Parts, terms and conditions of sale represent the entire sales agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this sales agreement, whether verbal or written, are excluded.

**1. PRICES.** All quotations are made for immediate acceptance and are subject to change without notice. Prices are F.O.B. Ntegrity Aircraft Parts, point of shipment unless otherwise specified and are subject to change without notice. Prices are stated in U.S. dollars, are exclusive of sales, use, excise or similar taxes and are subject to any price adjustment necessitated by Ntegrity Aircraft Parts, compliance with any act of government. Any tax or other governmental charge upon the production, sale, shipment or use of the product that Ntegrity Aircraft Parts, is required to pay or collect from Buyer shall be paid by Buyer to Ntegrity Aircraft Parts, unless Buyer furnishes Ntegrity Aircraft Parts, with a tax exemption certificate acceptable to the appropriate taxing authority. Such changes as may occur in tariffs, freight rates or transportation charges used in determining delivered prices after sale and on prior to dates of shipment will be for the account of Buyer.

**2. PAYMENT.** Unless Ntegrity Aircraft Parts, Director of Credit and Collections has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents for the products, payment terms are net 30 days in U.S. currency. Ntegrity Aircraft Parts, reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, Ntegrity Aircraft Parts, may defer further shipment to Buyer or cancel the unshipped portion of Buyer's order. Buyer agrees to pay interest on all past due invoices at the highest contractual rate allowable under the laws of the State of Texas. Customer agrees to pay a service charge of 1.5% per month or the max allowed by law, whichever is lower, on any past due balance carried over to a



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subsequent month and if the account is placed for collection, agrees to pay all costs of collection, including reasonable attorney fees. All sales final after 15 days of transaction.

**3. TERMS OF SHIPMENT, ACCEPTANCE.** Ntegrity Aircraft Parts will ship in accordance with instructions supplied by Buyer, but if Buyer fails to furnish such instructions, Ntegrity Aircraft Parts, will select what is, in its opinion, the most satisfactory routing for shipment. If Buyer is to pick up products and has not done so within seven (7) days after notification that they are ready for shipment, Ntegrity Aircraft Parts, may ship the products commercial carrier. Title to and risk of loss for the products passes to Buyer upon delivery to carrier. Any prepayment by Ntegrity Aircraft Parts, of freight charges shall be as stated in the delivery documents of the products. By accepting products from carrier, Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. End items and/or spare parts shall be packed and packaged in accordance with best commercial practice for one-way shipment by air and/or surface transportation.

**4. DATE OF SHIPMENT.** Shipping dates are given at the best of Ntegrity Aircraft Parts, knowledge based upon conditions existing at the time the order is placed, and information furnished by Buyer. Ntegrity Aircraft Parts, will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising therefrom.

**5. EXCHANGE FEE/CORE RETURN.** Exchange fee is based on a good repairable unit. In the event the exchanged item exceeds normal overhaul, a supplemental invoice will be sent covering additional charges. If unit is deemed not repairable, customer will pay full replacement price. All sales final after 15 days of transaction and core return due within 15 days. A core returned past the 15-day limit is subject to a \$500 initial charge and \$100 per calendar day thereafter.

**6. CANCELLATION OF ORDER BY BUYER: RETURN OF PRODUCTS FOR CREDIT.** Buyer's order may not be modified or rescinded except in writing signed by Ntegrity Aircraft Parts, and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Ntegrity Aircraft Parts, and Buyer, shall pay termination charges based upon cost determined by accepted



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accounting principles plus a reasonable profit. In any circumstance, Ntegrity Aircraft Parts, written consent must be given in advance of Buyer's return of products for credit. Cancellations MUST be in written form and approved by Ntegrity Aircraft Parts. There will be a 20% restocking charge on returned parts. Returned parts must be in original container. Original 8130 tags (if applicable) must be returned with parts.

**7. FORCE MAJEURE.** Ntegrity Aircraft Parts, shall not be liable for any failure to perform its obligations under this sales agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Ntegrity Aircraft Part's reasonable control. All sales shall be subject to the export and munitions control laws of the United States. Buyer shall not make any dispositions, re-exports or diversion of U.S. original products purchased from Ntegrity Aircraft Parts, except as said laws may expressly permit.

**8. DISCLAIMER OF ANY WARRANTY.** BUYER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM NTEGRITY AIRCRAFT PARTS, IN NTEGRITY AIRCRAFT PARTS'S CAPACITY AS A DISTRIBUTOR OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. BUYER ACKNOWLEDGES THAT IT WILL SOLELY ABIDE BY THE WARRANTY(S), IF ANY, PROVIDED BY THE MANUFACTURER AND THAT NTEGRITY AIRCRAFT PARTS, MAKES NO WARRANTIES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS OR PARTICULAR PURPOSE CONCERNING SUCH PRODUCTS.

**9. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY.** In the event Buyer claims that Ntegrity Aircraft Parts, has breached any of its obligations under these Terms and Conditions of sale, Ntegrity Aircraft Parts, may request the return of the products and tender to Buyer the purchase price therefore paid by Buyer and, in such event, Ntegrity Aircraft Parts, shall have no further obligations under the sales agreement except to refund such purchase price upon redelivery of the products. If Ntegrity Aircraft Parts, so requests the return of the products, the products shall be redelivered to



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Ntegrity Aircraft Parts, in accordance with Ntegrity Aircraft Parts, instructions at Ntegrity Aircraft Parts, expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST NTEGRITY AIRCRAFT PARTS, FOR BREACH OF ANY OF NTEGRITY AIRCRAFT PARTS'S OBLIGATIONS UNDER THE SALES AGREEMENT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE, IN NO EVENT SHALL NTEGRITY AIRCRAFT PARTS, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL NTEGRITY AIRCRAFT PARTS'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS SALES AGREEMENT OR THE MANUFACTURE, SALES DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.

**10. GOVERNING LAW, VENUE LIMITATION OF ACTIONS.** This sales agreement shall be performed in the state of Texas and shall be governed by the Uniform Commercial Code as adopted in the State of Texas, as effective amid enforce on the date hereof. Whenever a term defined by said Uniform Commercial Code is used therein the definition contained in the Uniform Commercial Code is to control. No action for breach of sale, this sales agreement or any covenant or warranty arising therefrom, shall be brought more than one year after the cause of action has occurred.

## 11. TERMS AND CONDITIONS OF PURCHASE

By accepting this order, the vendor agrees to the following terms and conditions: a) Vendor shall notify Ntegrity Aircraft Parts, of any nonconforming conditions that affect the products in question, including products that have previously been delivered; b) Vendor shall notify Ntegrity Aircraft Parts, of any changes to the product that alter its condition and current documentation; c) Ntegrity Aircraft Parts our customers, and all applicable regulatory authorities do have access to the vendor's facility to review processes and documentation associated with this order with prior notification (this includes vendor suppliers if any outsourcing was performed); d) Products will be accompanied by appropriate conformance documentation including but not limited to certificate of conformance, test reports, air worthiness documents (Form 8130), etc.; e) All Suppliers performing repair or refurbishing of parts



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must be an accredited FAA Repair Station. f) Vendor will maintain all records associated with certifying product conformance for no less than 2 years, regardless of if copies were provided to Ntegrity Aircraft Parts, with the products.