

Terms of Sale:

1. ALL PAYMENTS ARE SUBJECT TO TERMS LISTED ON THE INVOICE AND ARE DUE BY "DUE DATE"
2. IF SENT TO COLLECTION, CUSTOMER WILL BE LIABLE FOR ALL COLLECTION FEES
3. INVOICES OVER 30 DAYS OLD WILL BE SUBJECT TO FINANCE CHARGE
4. ALL CORE ARE DUE WITHIN 30 DAYS OF DATE OF SALE ANY PAST DUE CORES MAY BE ACCEPTED LESS A LATE FEE
5. BY ACCEPTING THIS ORDER YOU ARE AGREEING TO THE TERMS AND CONDITION SET FORTH BY SAS AT WWW.SUPERIOR-AV.COM These terms and conditions along with the sale, are governed and construed in accordance with the Laws of the United States of America, in the State of Michigan, Ottawa County.
6. SAS RESERVES THE RIGHT TO BILL BACK ANY OVERAGES FOUND WITH RETURNED CORES INCLUDING VENDOR REPAIR PRICE INCREASES.
7. A 15% MINIMUM RESTOCK WILL APPLY TO ALL UNITS RETURNED FOR CREDIT NOT ASSOCIATED WITH A WARRANTY CLAIM
8. ALL RETURN SHIPPING, FREIGHT, CUSTOMS, DUTY, TAXES OR ANY CHARGE ASSOCIATED WITH ANY RETURN WILL NOT BE COVERED BY SAS.

Superior Aviation Solutions, LLC 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, Superior Aviation Solutions, LLC requires its customers to use reasonable efforts to cooperate with, and assist, Superior Aviation Solutions, LLC in the correct identification and classification of items provided by the customer or manufactured to customer's requirements, designs and/or specifications, which may be subject to U.S. export control regulations. If the customer cannot, or will not, make commonly reasonable efforts to assist Superior Aviation Solutions, LLC in the correct identification or classification of items relative to U.S. export control regulations, then the customer hereby indemnifies and holds harmless Superior Aviation Solutions, LLC 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 herein) 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.

Superior Aviation Solutions, LLC will not export restricted items without documented proof of a license or agreement from the appropriate U.S. 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.

Superior Aviation Solutions, LLC 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 Superior Aviation Solutions, LLC in its efforts to accurately classify items provided by the customer or manufactured to the customer's requirements, designs and/or specifications.

The customer will also ensure that all company personnel who represent the customer in a visit to Superior Aviation Solutions, LLC will identify their citizenship/nationality. In the event Superior Aviation Solutions, LLC informs customer that restricted items will be involved or accessible on a site visit to Superior Aviation Solutions, LLC facility or customer otherwise knows that restricted items will be involved or accessible on a site visit to Superior Aviation Solutions, LLC facility, customer will only send personnel on such a site visit who are authorized by the U.S. export regulations to receive and work with restricted items.

Exchange Policy:

Exchange prices are based on the customer returning a repairable core of the same part number. Superior Aviation Solutions, LLC reserves the option to reject any returned units that have been damaged from abnormal causes, such as fire, crash, submersion, cannibalizations, unauthorized repair or excessive wear. Units found to be economically non-repairable will be returned. The customer will have the opportunity to send a suitable core or the core charge will apply as originally invoiced. Cost of any repair above normal charges which is found, either at the time of the exchange or latter during overhaul, will be billed in addition to the exchange price. If an acceptable core is not received within thirty (30) days of date of invoice, the applicable core charge will be due. If an acceptable core is received more than thirty (30) days past the date of invoice. Superior Aviation Solutions, LLC reserves the right to credit the core charge less a 20% late fee.

Warranty Policy:

All components sold by Superior Aviation Solutions are accompanied with the warranty provided by the respective authorized repair facility or OEM. Superior Aviation Solutions accepts warranty returns

for any unit sold in guaranteed repairable condition that is deemed non repairable or BER by an authorized repair facility.

Limitation of Warranty:

The above warranty shall be the sole and exclusive remedy. The foregoing warranty is limited and exclusive. Superior Aviation Solutions, LLC makes no other warranty, express or implied, of merchantability or fitness for a particular purpose. In no event will Superior Aviation Solutions, LLC be liable for resultant damage, loss of use, or consequential damages.

Return Policy:

Any unit purchases from Superior Aviation Solutions, LLC may be returned for credit, in its original unopened packaging, via appropriate shipping methods within thirty (30) days of the purchase at its original price less a 20% restocking fee. The purchase price of any unopened unit returned after this period and up to the first sixty (60) days after the initial sale may be credited to the customer's account less a 25% restocking fee. Superior Aviation Solutions, LLC reserves the option to deduct an additional 25% for each additional thirty- (30) day period the customer keeps the unopened unit. If the unit is purchased from a third-party vendor by Superior Aviation Solutions, LLC on behalf of the customer, Superior Aviation Solutions, LLC reserves the option to invoice the customer for any restock fees charged by the third-party vendor. SAS reserves the option to invoice the customer for costs incurred in the re-certification of any unit returned for credit. If any unit returned for claimed warranty is found to be functional with no defects, Superior Aviation Solutions, LLC reserves the option to invoice the customer for cost incurred in the re-certification of that unit.

Terms of Purchase:

1. NEW ITEMS MUST BE SUPPLIED WITH A "NEW" 8130-3 OR EASA FORM 1 TRACEABLE TO THE OEM OR PAH. OVERHAULED/REPAIRED/SERVICEABLE PARTS MUST BE SUPPLIED WITH A DUAL RELEASE 8130-3 OR EASA FORM 1
2. ALL ITEMS ARE SUBJECT TO OUR INSPECTION, NEW AND UNUSED PARTS CAN BE RETURNED FOR FULL CREDIT.
3. IF SUSPECT/COUNTERFEIT PARTS ARE FURNISHED UNDER THIS PO, SUCH ITEMS WILL BE IMPOUNDED BY SAS.
4. BY ACCEPTING THIS ORDER YOU AGREE TO OUR TERMS & CONDITIONS AT WWW.SUPERIOR-AV.COM
5. IF THE INVOICE PRICE WILL NOT MATCH THE PO, NOTIFY THE BUYER TO GET AN UPDATED PO PRIOR TO SHIPMENT, OTHERWISE SAS WILL PAY THE PO PRICE. PARTIAL SHIPMENTS ACCEPTED, EARLY SHIPMENTS MUST BE APPROVED.
6. SHIPPING METHOD & ACCT # PROVIDED MUST BE USED, SAS WILL NOT PAY INVOICED SHIPPING.
7. WHEN USING SAS SHIPPING ACCOUNT # DO NOT DECLARE VALUE, SAS SELF INSURES ALL SHIPMENTS SENT ON SAS ACCOUNTS.

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As a Term of Sale, Superior Aviation Solutions, LLC requires its customers to use reasonable efforts to cooperate with, and assist, Superior Aviation Solutions, LLC in the correct identification and classification of items provided by the customer or manufactured to customer's requirements, designs and/or specifications, which may be subject to U.S. export control regulations. If the customer cannot, or will not, make commonly reasonable efforts to assist Superior Aviation Solutions, LLC in the correct identification or classification of items relative to U.S. export control regulations, then the customer hereby indemnifies and holds harmless Superior Aviation Solutions, LLC 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 herein) 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.

Superior Aviation Solutions, LLC will not export restricted items without documented proof of a license or agreement from the appropriate U.S. 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.

Superior Aviation Solutions, LLC 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 Superior Aviation Solutions, LLC in its efforts to accurately classify items provided by the customer or manufactured to the customer's requirements, designs and/or specifications.

The customer will also ensure that all company personnel who represent the customer in a visit to Superior Aviation Solutions, LLC will identify their citizenship/nationality. In the event Superior Aviation Solutions, LLC informs customer that restricted items will be involved or accessible on a site visit to Superior Aviation Solutions, LLC facility or customer otherwise knows that restricted items will be involved or accessible on a site visit to Superior Aviation Solutions, LLC facility, customer will only send personnel on such a site visit who are authorized by the U.S. export regulations to receive and work with restricted items.

Additional Supplier Terms and Conditions

General: As a supplier to Superior Aviation Solutions, it is understood that your organization agrees to meet the following stipulations / requirements whenever a Superior Aviation Solutions Purchase Order specifies that the order is for an aerospace application/job (or contains some similar aerospace/AS9100 reference). These requirements are, therefore, to be considered as terms and conditions to all aerospace purchases.

1. All suppliers to Superior Aviation Solutions are expected to implement a quality system and will provide Superior Aviation Solutions with evidence of an established system upon request.
2. Where required on the Superior Aviation Solutions Purchase Order, its suppliers must use Superior Aviation Solutions' customer-approved special process sources.
3. Suppliers shall ensure appropriate competence of their personnel, including any required qualifications, when applicable, to provide additional confidence of the conformance of purchases.

4. Suppliers shall ensure its personnel are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.
5. Superior Aviation Solutions monitors supplier performance, including both on-time delivery and quality of purchases, and may react accordingly based on performance concerns.
6. When applicable, Superior Aviation Solutions retains all rights and controls regarding design and development activities of purchases, and supplier agrees to abide by Superior Aviation Solutions' direction.
7. Superior Aviation Solutions is to be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by a Superior Aviation Solutions' authorized manager or designee.
8. Furthermore, the supplier is required to notify Superior Aviation Solutions of any changes to a product and/or process, including discontinuation or obsolescence of provided products and components, and to obtain approval from an authorized Superior Aviation Solutions manager or designee (if applicable).
9. Superior Aviation Solutions, their customers, and regulatory authorities retain the right of access to all supplier facilities involved in the aerospace order and to all applicable records.
10. The AS9100 standard requires that all applicable customer/regulatory/AS9100 requirements for the supplier to flow down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, Superior Aviation Solutions does not allow its aerospace suppliers to subcontract any product or process to a sub-tier supplier without Superior Aviation Solutions expressed written consent.
11. Superior Aviation Solutions performs inspection activities to ensure that purchased product meets purchase requirements. They may include Receiving inspections (of supplier products / services / documents) may be / are performed by a designated employee. Superior Aviation Solutions verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications or by other means. When necessary, Superior Aviation Solutions may inspect or audit at the supplier's facility. Furthermore, products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded (as appropriate). All special processes (anodizing, heat treat etc.) where the compliance cannot be verified by inspections will require a Certificate of Conformity.

12. Supplier must ensure that products are produced / manufactured / packaged / shipped in a manner that eliminates the presence of any dust, debris, or other foreign objects / material that may damage or put into question the conformity of the products.

13. When appropriate, Superior Aviation Solutions may delegate the inspection authority to one of its approved suppliers. Superior Aviation Solutions will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and Superior Aviation Solutions will maintain a record of those approved to carry out such inspections.

14. When Superior Aviation Solutions or its customer intends to perform verification at the supplier's premises; Superior Aviation Solutions will first state the intended verification arrangements and the method of product release. This information will be communicated on the Superior Aviation Solutions Purchase Order or via another acceptable purchasing arrangement.

15. Where specified in the contract, the Superior Aviation Solutions' customer or customer's representative will be afforded the right to verify at the supplier's premises and Superior Aviation Solutions' premises that subcontracted product conforms to specified requirements. Verification by the customer is not used by Superior Aviation Solutions as evidence of effective control of quality by the supplier and shall not absolve Superior Aviation Solutions or its supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.

16. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), Superior Aviation Solutions will institute controls that include the requirement of Material Certificates, Certificates of Conformity, Approved Release certificates and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on Superior Aviation Solutions' Purchase Order or may otherwise be communicated to the supplier.

17. Records are available for review by customers and regulatory authorities in accordance with contract or regulatory requirements and should otherwise be kept confidential.

18. Superior Aviation Solutions may also require specific actions where timely and/or effective corrective actions to a supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from Superior Aviation Solutions' Approved Supplier List, and legal actions.

19. Superior Aviation Solutions requires all documents be retained for a minimum of seven (7) years.

20. In the event of any inconsistency, omission, or inclusion of terms that are unlawful, non-compliant with AS9120 standards, or otherwise deviate from applicable regulatory or contractual requirements, such terms shall be deemed invalid and unenforceable. In such cases, the terms and conditions of Superior Aviation Solutions shall prevail and be considered the default governing terms. All parties agree that Superior Aviation Solutions' standard terms and conditions, as in effect at the time of the agreement, shall supersede any conflicting, missing, or non-compliant provisions.