



## **TERMS & CONDITIONS**

### **1. Introduction**

- These terms and conditions govern the use of the services offered by **UNITED AERONAUTICAL CORPORATION** ("Company", "we", "us", "our", "Seller"). By accessing or using our products or services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use our services.

### **2. Service Description:**

- Our Company is one the most diversified support spare parts companies in the industry, while maintaining the highest standards for service and quality. Our record of supplying, overhauling, and manufacturing aircraft parts has matured with the industry. We understand the needs of demanding customers – whether they require parts for current production aircraft or support spares for out-of-production Aircraft. We reserve the right to modify or discontinue our services at any time, with or without notice to you.

### **3. Orders**

- All sales are final and non-refundable, unless otherwise stated.
- Products are sold subject to availability.
- Prices are subject to change.
- Material is delivered under the quoted condition with UAC CoC, unless otherwise stated.
- Condition codes: NE=New Parts MFG/Trace to UAC, FN=OEM trace, NS=Surplus No Trace, O/H=Overhauled No Trace, Other=Inquire.
- Any documentation requirements must be agreed in writing prior to order acceptance.
- Material sold in other conditions (NS, AR, RD, OH, SV, etc.) is offered as-is without any traceability, and without date of manufacture or date of expiration information unless otherwise stated.
- Production orders are Non-Cancelable, Non-Returnable and may require a prepayment (NC/NR).
- Unless otherwise stated, prices are valid only for the quantity quoted in one delivery.
- Terms are prepaid/credit card/wire unless your company already has terms with UAC.
- Payment by credit card is subject to a 3% processing fee.
- Buyer is required to obtain a valid U.S. State Dept./Commerce Dept license prior to export.
- DSP-83/BIS-771 may be required. If requested and quoted, Export License application fee is \$300.
- Diversion contrary to U.S. Law is prohibited. Minimum P.O. is \$150.00 and international orders \$250.00



**4. Price**

- The price for the Goods or Services is as specified in the purchase order.
- The price is firm and may not be increased without the prior written consent of the Buyer.
- The price does not include any applicable taxes, duties, or shipping and handling charges, unless otherwise stated in the purchase order.

**5. Exchanges and Returns:**

- If a product is defective, a return or exchange may be requested within 30 days of purchase.
- To initiate a return, the customer must provide proof of purchase and reason of rejection for UAC review and validation.
- The return must have a written approval and an RMA from UAC prior shipping.
- All rejected Item(s) must be returned in their original condition with all trace paperwork and original packaging to Seller within ten (10) business days of receipt, and must include the RMA number issued by Seller (if return is approved)
- The RMA is not a rejection acceptance or a refund approval.
- Shipping cost for returns are the responsibility of the customer, unless the product is defective.
- All authorized returns will be subject to a minimum restocking fee of 35% of the sale price, plus any recertification charges.
- Item(s) that have been installed or altered in any way will not be authorized for return.

**6. Additional Costs:**

- In the event that the company incurs any additional costs as a result of a faulty claim made by the purchaser, shall be responsible for reimbursing the company for all such expenses in full. This reimbursement obligation shall be in addition to any other remedies available to the company under this agreement or applicable law.

**7. Limited Warranty:**

- The seller products come with a limited warranty covering defects in materials for a period of 90 days from the date of purchase.
- This warranty does not cover normal wear and tear or damages resulting from misuse or abuse of the product.
- AR condition does have warranty.
- Seller makes no express or implied warranties, including, without limitation, warranties of merchantability and of fitness for a particular purpose and expressly disclaims same; and Buyer waives same.



- Item(s) listed in the orders may not currently be certified for use on U.S. F.A.A. Registered, or other aviation authority registered, Aircraft. Buyer warrants and guarantees that these Item(s) will not be used, offered for sale, or sold for use on civilian aircraft, unless proper certification is obtained from the appropriate regulatory agencies.
- The limited warranties applying to the Item(s) list herein are those which may be offered by the manufacturer or overhaul facility only.
- The seller does not offer any warranty on any Item(s) sold.
- Buyer acknowledges that Seller expressly disclaims any responsibility for special or consequential damages arising out of the use of these Item(s).
- The products and/or services are provided on an “as is” and “as available” basis. The Company makes no representations or warranties of any kind, express or implied, as to the operation of the services or the information, content, materials, or products included on the services. You expressly agree that your use of the services is at your sole risk.

**8. Limitation of Liability:**

- Our liability is limited to the purchase price of the product.
- In no event shall the Company be liable for any indirect, incidental, or consequential damages of any kind arising from the use of the product or services, or from any information, content, materials, products, or other services included on or otherwise made available to you through the services, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

**9. Applicable Law:**

- Interpretation and construction of the orders are governed by and shall be construed in accordance with the laws of California, United States of America.
- The Parties/Signatories submit all their disputes arising out of or in connection with this Purchase Order to the exclusive jurisdiction of the Courts of the State of California only.

**10. Intellectual property Rights:**

- The content, organization, graphics, design, compilation, magnetic translation, digital conversion, and other matters related to the services are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use, or publication by you of any such matters or any part of the services, is strictly



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## **11. Termination**

- The Company may, in its sole discretion, at any time terminate or suspend all or a portion of the services, or your use of all or a portion of the services, with or without notice and with or without cause.