

## ACCEPTANCE AND ACKNOWLEDGEMENT

Any performance on the purchase order (hereinafter referred to as P.O.) is deemed an acceptance, without exception, of the terms and conditions set forth on the face of the P.O. and in these terms and conditions. P.O. must be acknowledged with their acceptance or denial, by signing the purchase order and returning to buyer, within one (1) working day. P.O. which is not acknowledged will not be valid or binding.

## CHANGES

March Aviation, Inc. may at any time make changes within the general scope of the P.O. with the agreement of the Seller. Except as expressly provided for elsewhere, March Aviation, Inc. and Seller agree that there shall be no adjustment in unit price, alternative part, or delivery schedule without a written change order to the P.O.

## EXCHANGE P.O. TERMS

Core(s) will be returned within thirty (30) days of receipt of exchange unit. The core will be of like part number unless otherwise stated in writing. It will have a legible data tag with part number and serial number on it. Excessive repair / overhaul charges on core unit must be billed within ninety (90) days from receipt; failure to do so will result in non-payment.

## AS REMOVED / REPARABLE P.O. TERMS

As removed and repairable (AR, RP) merchandise is sold based on such part requiring an overhaul / repair. If such part is determined to be beyond economical repair (B.E.R.) then it can be returned for a full refund within thirty (30) days from the date of sale, unless otherwise stated in writing. Such part will also have a copy of a work order from an FAA approved repair station stating that it is beyond economical repair (B.E.R.) or showing that the cost to repair plus purchase price exceeds replacement cost.

## CERTIFICATION

March Aviation, Inc. requires complete traceability on all items. Upon request, at no additional charge, a Certificate of Conformance must be supplied. If a copy of the manufacturer's certification is required, this will be stipulated on P.O. FAA 8130-3 or EASA Form-1 must be supplied with overhauled, serviceable or new parts unless otherwise noted. Parts removed from an aircraft or engine that was subjected to extreme stress, heat or environment such as major engine failure, accident, fire, or saltwater immersion. Parts subjected to extreme stress or heat (i.e., warehouse fire, aircraft fire). Parts previously installed in a public aircraft, such as a government use aircraft or a military aircraft. All Airworthiness Directives (AD's) that are represented as having been accomplished are documented.

## INVOICES

Seller will send a separate invoice and shipping notice for each shipment. Each invoice must show March Aviation, Inc. P.O. number, part numbers, unit prices, and quantities shipped. Delays in receiving invoice, errors or omissions on invoice, or lack of supporting documentation required by the terms of this order will be cause for withholding settlement without losing discount privilege.

## DELIVERY

Shipments shall be made as specified and strictly in accordance with the delivery schedule stated on the P.O. If the Seller fails to comply with the schedule, Seller will pay the difference between the shipping method specified in this P.O. and the premium transportation rates. In the event that Seller is unable to make delivery by the date required on the purchase order, March Aviation, Inc. reserves the right to cancel or modify this P.O.

## PACKAGING

No charges shall be allowed for boxing, crating, or packaging unless provisions are agreed to in writing. All goods must be packed appropriately to arrive at destination without damage. Damage due to shipping will be reported to Seller within forty-eight (48) hours and claimed with the appropriate freight company. Seller will replace said P.O., as described in the WARRANTY clause, when said damage is due to improper packaging. March Aviation, Inc. will not be liable for, including but not limited to, damage due to the freight company's neglect, lost shipment, or delays.

## RECEIVING INSPECTION

All goods will be received by March Aviation, Inc. subject to inspection, test, and rejection. If goods received are in non-conformance to specifications, drawings, or P.O., at the discretion of March Aviation, Inc., goods may be (1) returned at Seller's expense and all delivery charges paid by March Aviation, Inc. will be refunded by Seller; or (2) corrected; or (3) replaced at Seller's expense, including transportation both ways. This clause shall not affect any of the rights or liabilities of the parties under the WARRANTY clause. The aforesaid in no way relieves the seller of their responsibility to inspect and verify that the product in every way meets P.O., print and specification requirements.

## WARRANTY

Seller warrants that all items delivered under this P.O. will be as represented by the Seller. If Seller is responsible for design, Seller warrants that all items delivered under this P.O. will be free from defective design and will be fit and sufficient for all purposes for which it is designed. March Aviation, Inc. approval of designs furnished by Seller shall not relieve Seller of obligations under this warranty. Seller's warranties shall run to March Aviation, Inc. and its customers. If such part is found to be defective in material or workmanship, Seller shall, if it confirms the existence of the defect, replace such defective part at its own expense and with reasonable promptness or refund our invoice price. Seller further warrants that all aircraft materials and/or components shall be furnished in compliance with all applicable Federal Aviation regulations. All inspection records will be made available to March Aviation, Inc. upon request. Seller further warrants that all items supplied or services performed shall be in accordance with all applicable federal, state, and local laws including environmental protection and occupational safety and health.

## QUALITY CONTROL SYSTEM

Seller shall provide and maintain a quality control system acceptable to March Aviation, Inc. for all goods covered by this P.O. Inspection records shall be maintained for a minimum of seven years after delivery. Seller will be required to complete and return March Aviation's Quality Assurance Questionnaire in order to maintain an open/active status. The form is available by contacting a purchasing agent or online at <https://marchaviation.com/legal-policy/>. Delays in receiving the Quality Assurance Questionnaire will be cause for withholding settlement without losing discount privilege.

## RIGHT OF ENTRY

March Aviation, Inc. reserves the right to verify at Seller's premises that product meets requirements. The same right is reserved for our customer and regulatory agencies as necessary and notified in writing.

## INDEMNIFICATION

Seller shall indemnify and hold harmless March Aviation, Inc. against any and all claims for U.S. or foreign patent, copyright or trademark infringement. Seller shall defend at Seller's expense any and all patent infringement suits or actions of law or in equity brought against March Aviation, Inc., and shall satisfy all judgments entered therein.

## TAXES

Seller agrees to pay any taxes imposed by law for goods and services ordered hereunder.

## BILLING DISPUTES

Any disputes over charges made by Seller will be submitted to mediation as a prerequisite to the filing of any lawsuit. The mediation conference shall take place in accordance with the Commercial Industry Mediation Rules of the American Arbitration Association then in force. Venue for any mediation conference shall be Collier County, Florida and any litigation involving the P.O. shall take place in the Circuit Court in and for Collier County, Florida. The S.O. shall be governed by and construed in accordance with the laws of the State of Florida without regard to that state's conflict of law provisions or the laws of your state of residence. The prevailing party, as determined by a court of competent jurisdiction, in any litigation involving the interpretation or enforcement of the P.O. shall be entitled to recover its attorney fees (including paralegal fees and attorney fees on any appeal) and costs from the other side.