

Jaco Aerospace Terms and Conditions

Minimum Order/Tolerances: US\$300.00 total order; US\$150 per line item. Made-to-order materials are subject to a +/- 10% variance in quantity shipped.

Quotes, Orders, and Shipping: Quotes are valid for 30 days. Any price quotes or similar information provided by us are provided as a courtesy to you and shall not be binding commitments to sell any product to you or any third party; further, we reserve the right to cancel quotes and orders if, in our sole discretion, the contemplated transaction would violate any applicable law. Quoted delivery dates reflect the date your order will ship from our facility.

On-Time Delivery: Jaco is committed to delivering products on or before the customer's required/due date, provided that the date aligns with the lead time quoted by Jaco. Any delays caused by the customer will result in a modified customer-required/due date that reflects a realistic delivery timeline based on Jaco's initial quotation. Under these circumstances, delivery will still be considered on time.

Ship Date Policy: Unless explicitly specified otherwise by the customer, Jaco Aerospace will ship materials immediately upon availability. Jaco's quotations include an estimated lead time range; however, if materials become available before the quoted lead time, Jaco reserves the right to ship them at that earlier date. This policy ensures timely delivery and efficient processing, aligning with Jaco's commitment to customer satisfaction and operational efficiency.

All purchase orders from you are subject to written acceptance by us. If you cancel an order for any reason other than receipt of a defective part, a 10% fee is charged for any credit card refund; if you wish to maintain the credit with us, no fee will be charged. Made-to-order parts (meaning they were manufactured specifically to satisfy your order) are canceled prior to shipment; no refund will be offered if the cancellation follows our Sales Order Confirmation (as that indicates manufacturing has begun). Stock is subject to availability at the time of purchase. A certificate of conformance to the national stock number and/or part number will accompany shipments. We do not issue FAA Form 8130 or have PMA approvals. All orders are shipped as soon as reasonably possible based on the workdays quoted or listed. For information on order status, contact Customer Service (cs@e-aircraftsupply.com).

Freight: Freight charges are ex-Works Valencia, CA (our facility) unless otherwise stated and borne by the Customer (customer freight account number, freight collected or prepaid and added to invoice).

Taxes and Duties: All taxes, dues, hazmat fees, import duties, etc., shall be borne by the Customer.

Payment Terms: Payment via Credit Card is required for first-time buyers and foreign customers. Established customers may be offered terms pending credit approval. New customers must include credit references and a resale certificate (if applicable) with their purchase order. Any applicable clauses should be included with the Purchase Order. A US\$30.00 charge applies to wire transfer payments, and a 3.5% fee applies to all credit card transactions. Delays caused by the customer, such as past-due payments (credit hold) or pending shipping instructions, will result in the invoice being dated from when the material is ready to ship.

All incoming payments must be made in US dollars. If a payment is made in a currency other than US dollars and the amount is less than the total order value, the payment will not be processed until the full amount equivalent to the order total in US dollars is received. Additionally, any overpayments made in non-US currencies will not be eligible for a refund.

Certification Supplied: A Jaco Certificate of Conformance accompanies all orders. Please note that we do not automatically provide Manufacturer Certificates, test reports, or other documentation reflecting the pedigree of the delivered product; because of our extensive inventory of both commercial and government products, we rely on our customers to request needed documents per order and to determine that the material meets your requirements. If Manufacturer or DFAR certificates are not requested at the time of order, there will be a charge for those certificates (if they are available).

Uncollected Material: Materials not collected or if the customer fails to respond to Jaco Aerospace within 30 days of initial notification will be considered abandoned. Customers are responsible for the cost of disposing of hazardous materials. Jaco Aerospace may ship abandoned materials to the customer (with billed shipping costs) or move them into inventory for resale. Reasonable efforts will be made to contact the customer before deeming materials abandoned. Jaco Aerospace is not liable for any loss or damage once the materials are considered abandoned, and customers forfeit any claims to them after 30 days.

Returns: Returns are only allowed on items that are (1) unused, (2) in original condition and packaging, and (3) acceptable for return by our suppliers/manufacturers. No returns are allowed on modified material (such as cut tape) as that is considered "made-to-order" unless the material itself was flawed at delivery time. Products for exchange must be returned at

the customer's expense in delivered condition, in original packing, and with all provided documentation. For products authorized for return, a restocking fee of up to 100% of the invoice price will be charged or deducted from the credit or refund on all returns, except when the product is non-functional. No returns will be accepted without Jaco Aerospace issuing a Return Material Authorization (RMA) number. RMA's must be requested within seven workdays of receipt of the material. RMAs requested after that week will not be approved for return. Once the RMA # is provided, the product(s) in question must be received by Jaco Aerospace within one calendar week. Credit card refunds will be processed within 14 days of receiving RMA returned product. Special orders, custom items, and shelf-life-restricted items may not be returned unless we pre-approve. Please get in touch with us to request your RMA by emailing accounting@e-aircraftsupply.com.

Any New Surplus (NS), Serviceable (SV), Used, and Overhauled Condition (OHC) parts are considered Non-Cancelable, Non-Refundable (NCNR) unless prior agreement is obtained.

Shelf-Life Material: *All materials with a defined shelf-life are managed and shipped on a First-In-First-Out (FIFO) basis to ensure optimal freshness and usability. While we strive to provide the newest materials, inventory management, and demand may affect availability. We will not ship any material with less than one (1) month of remaining shelf-life without prior written approval from the customer. If the remaining shelf-life of any material is less than one (1) month at the time of shipment, we will notify the customer and obtain written approval before proceeding.*

If you have a specific shelf-life requirement, you must specify that requirement on your Purchase Order. Returns will not be accepted for not meeting shelf-life requirements if that requirement is not defined in your Purchase Order.

Warranty: Jaco Aerospace warrants that the articles supplied hereunder are free from defects in material and workmanship and that all items will conform to applicable specifications and drawings. This warranty applies to the original purchaser. Any defective article must be returned with a prior authorized RMA to Jaco Aerospace's facilities at 28358 Constellation Rd., Unit 610, Valencia, CA, 91355, USA, within seven workdays after the date of shipment from Jaco Aerospace. The extent of the obligation of Jaco Aerospace under the foregoing warranty is expressly limited to the replacement of any defective article, and, in no event shall Jaco Aerospace be liable for consequential damages. The Customer shall notify Jaco Aerospace in writing within seven workdays after discovering any defect detected during the warranty period. Shipping any defective goods to Jaco Aerospace will be at the Customer's cost.

Consequential: Notwithstanding any other provisions in the Contract to the contrary, Jaco Aerospace shall not be liable for any consequential or incidental damages, however, occasioned, including, without limitation, any losses, liabilities or damages resulting from the customer's general or requirements or needs, whether Jaco Aerospace at the time of contracting or later had reason to know of any such requirements or needs. Notwithstanding any other provisions in the Contract to the contrary, Jaco Aerospace shall not be liable for any injury to any person or property resulting directly or indirectly from any breach of warranty (express or implied), for punitive damages, or any damages in respect of loss of anticipatory profits.

Munitions and Commerce Controlled Lists: Unless otherwise noted, this sale, order or quote may include Munitions List Items (MLI) or Commerce Controlled List Items (CCLI). MLI/CCLI property is controlled by the U.S. Government and, in many cases, cannot be transferred (exported, sold, or given) to a foreign country, a non-U.S. Citizen/National or a Permanent U.S. Resident without a valid State/Commerce Department export authorization. It is the responsibility of you (the purchaser) to determine what the applicable requirements may be and to obtain all necessary authorizations, licenses or approvals. The use, disposition, export and re-export of the property covered or included in this sale, order or quote is subject to the provisions of law referenced in End-Use Certificate DLA Form 1822, DEC 2001, including, but not limited to, the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App. 2401 et seq.) as contained under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.).

By accepting delivery of this material, you (the purchaser) hereby represent and warrant that you are not an embassy or any agency or subdivision of a foreign government. If you are an embassy or agency or subdivision of a foreign government, you must provide to us (the seller) a copy of the State/Commerce Department export license or license number which allows you to receive and export the material that is the subject of this sale.