



## General Terms and Conditions of Sale

- 1.1. The present *General Terms and Conditions of Sale* shall apply to all Quotations and Sales Orders issued by **UNO Aviation**, as well as to any Agreements entered by **UNO Aviation** and Purchaser. Parties hereby declare and recognize explicitly that no other general and/or special purchasing, delivery or other conditions shall apply other than the present *General Terms and Conditions of Sale*. These Conditions may only be deviated from with prior explicit permission from **UNO Aviation** and agreement in writing on this matter between Parties.

### Price Quote and Sales Order

- 2.1 Upon demand, **UNO Aviation** shall endeavour to provide Purchaser with a Price Quote, which shall remain valid for acceptance by Purchaser for a maximum period of 25 (twenty-five) days. Prices are subject to alteration without previous notice in the event of change in cost of materials and/or manufacturing services.
- 2.2. In the event of acceptance of the Price Quote provided by **UNO Aviation**, Purchaser shall issue the corresponding Purchase Order, which shall be sent directly to **UNO Aviation's** Sales Team.
- 2.3. By way of return and confirmation, **UNO Aviation** shall issue the corresponding Sales Order, stating the Sales Price as well as the applicable delivery terms and conditions. A Purchase Order issued by Purchaser shall solely be deemed to have been accepted by **UNO Aviation** upon the issuance of the corresponding Sales Order, the terms of which shall be final and binding on said sale.
- 2.4. The Sales Price, as stated in the corresponding Sales Order shall be exclusive of any applicable taxes, levies, duties, fees and charges, the cost of which shall be borne exclusively by Purchaser.

### Payment Terms

- 3.1. In the event Purchaser does not possess established credit terms with **UNO Aviation**, shipment of goods pursuant to a Sales Order shall only be processed after payment of the corresponding invoice is made in full.
- 3.2. Purchaser may be granted special credit terms, at **UNO Aviation's** sole discretion, after having completed at least 03 (three) past Purchase Orders with no payment delays whatsoever. Purchaser shall submit a Credit Application Form for **UNO Aviation's** consideration, which is available for download on the company's corporate website ([www.unoaviation.com](http://www.unoaviation.com)).

- 3.3** In the event Purchaser is granted special credit terms by **UNO Aviation**, in accordance with clause 3.2 above, invoiced amounts shall be paid within the agreed period as set out in the Net Terms provided by **UNO Aviation**, from the date of issuance of the corresponding invoice.
- 3.4** Accepted payment means are: wire transfer into **UNO Aviation's** bank account, details of which can be provided upon request; or credit card, in which event fees may apply.
- 3.5** Should any invoiced amounts payable to **UNO Aviation** become overdue, Purchaser shall be liable to pay interest thereon at a rate of 0.07% per day, over the outstanding principal amount, from the date the payment becomes due until such date as payment is made in full.
- 3.6** **UNO Aviation** is entitled to, at its own discretion, withhold shipment of any current orders placed by Purchaser until such time as Purchaser settles in full all outstanding invoiced amounts pertaining to previous orders shipped to Purchaser by **UNO Aviation**.

## **Shipment and Delivery Terms**

- 4.1.** Items in stock shall be shipped to Purchaser within 2 (two) business days from the date the corresponding Sales Order is issued by **UNO Aviation**, in pursuance to clause 2.3 above. Should Purchaser not possess established credit terms, shipment shall only be processed after proof of payment of the invoiced amount is received by **UNO Aviation**.
- 4.2.** In the event an item is temporarily out of stock, **UNO Aviation** shall notify Purchaser and shall endeavour to provide Purchaser with the lead-time for the back ordered item. Nonetheless, **UNO Aviation** shall endeavour to meet any delivery date as may be reasonably requested by Purchaser on a Purchase Order.
- 4.3.** **UNO Aviation** shall not be liable in any way in respect of late delivery howsoever caused nor shall failure to deliver in accordance with an estimated delivery date be deemed to constitute a breach of contract.
- 4.4.** All orders shall be shipped FCA (Incoterms 2010), unless agreed otherwise in writing by the Parties.
- 4.5.** Purchaser shall be liable for all applicable packaging, custom labelling, shipping and transportation costs, unless agreed otherwise in writing by the Parties. Purchaser shall be liable for any lost shipment, damage due to shipping or freight forwarder's neglect.
- 4.6.** Purchaser shall, at its own cost, procure any shipment insurances as it may deem fit.

- 4.7. All items sold by **UNO Aviation** shall be at the risk of Purchaser from delivery FCA (Incoterms 2010) at the assigned delivery place.
- 4.8. Purchaser agrees and warrants that title and ownership of items sold by **UNO Aviation** shall remain with and be vested in **UNO Aviation** until the company has received proof of payment of all invoiced amounts owed by Purchaser.

### Exchange Order Terms

- 5.1. In the event of an Exchange Sale, Purchaser shall arrange for Core unit to be returned to **UNO Aviation** within 20 (twenty) days from the date the Exchange part is shipped to Purchaser, unless agreed otherwise in writing by the Parties in writing.
- 5.2. Prior to returning a Core unit in an Exchange Sale, Purchaser shall fill out completely the *Core Return Form* available on the company's corporate website ([www.unoaviation.com](http://www.unoaviation.com)), which shall be shipped to **UNO Aviation** alongside the returned Core. **UNO Aviation** reserves the right to refuse receipt of any returned Core units in the absence of the appropriate documentation, in which case Purchaser shall be charged the applicable Core value.
- 5.3. Failure to return the Core unit within the deadline set forth in clause 5.1 above shall result in Purchaser being charged a daily fee corresponding to 1,5% of the applicable Core value, as stated in the Sales Order issued by **UNO Aviation**, which shall accrue until such date as Core unit is actually received by **UNO Aviation** at its designated facilities.
- 5.4. Should no Core unit be received by **UNO Aviation** after a period of 60 (sixty) days of the agreed Core return date, in pursuance to clause 5.1 above, **UNO Aviation** reserves the right to charge Purchaser the Exchange Price in addition to the Core Charge, which shall be understood as the difference between the Exchange Price and the Outright (Standard) Sales Price.
- 5.5. The entirety of repackaging as well as shipping charges and expenses, including, but not limited to, freight costs, customs duties, levies and taxes arising in relation to the shipment of the Core unit to **UNO Aviation** shall be borne exclusively by Purchaser.
- 5.6. In the event a returned Core unit is deemed by **UNO Aviation** or the Original Equipment Manufacturer (**OEM**) to be *Beyond Economical Repair* (BER), or to be missing mandatory documentation, or to be damaged or to be above standard overhaul cost, Purchaser shall be charged the applicable Core value, as stated in the corresponding Sales Order. The corresponding Core unit shall be re-shipped to Purchaser with freight collect.

## Product Return Policy

- 6.1** Items sold by UNO AVIATION shall be eligible for a return in accordance with the conditions set forth below.
- 6.2** Purchaser shall file a return request within 30 (thirty) days from the date the merchandise was received. **UNO Aviation** is entitled to deny any requests made after the aforementioned period.
- 6.3** All part returns must be previously authorized and pre-approved in the manner of a Return Material Authorization (**RMA**) issued by **UNO Aviation**. Parts returned to **UNO Aviation** without the appropriate authorization shall be returned to customer with freight collect terms.
- 6.4** Purchaser shall be liable for all applicable shipping and customs fees, as well as any other transportation costs.
- 6.5** Purchaser shall ship the items back to **UNO Aviation** in accordance with the instructions set out in the aforementioned Return Material Authorization (**RMA**) form.
- 6.6** Items shall not have been used in any manner or installed in an aircraft; shall be in a perfectly saleable condition, in the unmarked and original manufacturer's packaging; and shall be accompanied by all components, accessories and manuals, as well as the original shipment documentation, including the invoice number and date of purchase.
- 6.7** Should all conditions above be met, **UNO Aviation** shall arrange for a refund to be made to Purchaser within 30 (thirty) working days from the date the returned item is received, in the total amount set out in the original Sales Order, minus any applicable shipment and freight charges.
- 6.8** Should the returned items not comply with the conditions set out in clause 6.1 to 6.7 above, **UNO Aviation** shall be entitled to charge the applicable re-stocking and re-certification fees previously determined by Uno Aviation or it's supplier, which shall be deducted from the amount refundable to Purchaser.
- 6.9** Purchaser shall be liable for notifying the carrier and submitting a freight claim for any damage to the shipment.

## Product Warranty

- 7.1.** All items supplied by UNO Aviation are subject to the Original Equipment Manufacturer's (OEM) warranty policy. In accordance with and limited to such policies, UNO Aviation warrants the products it resells to be free from defects in material and workmanship.
- 7.2.** The warranty coverage period, as varied in pursuance to the warranty policies set in place by each **OEM**, shall begin from the date the item is shipped to Purchaser.

- 7.3. Purchaser may enquire about the warranty coverage of a specific item before placing the correspondent Purchase Order.
- 7.4. Under no circumstances shall **UNO Aviation** be liable for any loss, damage, injury, cost of repair or consequential damages of any kind in connection with the sale, use or repair of any item resold by **UNO Aviation**.
- 7.5. **UNO Aviation** shall, at its own discretion and dependent on the **OEM's** warranty policy, repair, replace or refund the purchase of items found to be defective during the warranty coverage period, as set in place by each **OEM**.
- 7.6. All warranties shall be subject to final approval pending inspection and acceptance by **UNO Aviation** as well as the respective **OEM**.
- 7.7. **UNO Aviation** shall refuse warranty of any item in case of tampering, negligence, misuse, alteration, breaking of **OEM's** warranty seals, mishandling, improper installation, maintenance, application, or in case of any damage arising from or in connection with shipping of such item.
- 7.8. Under no circumstances shall any labor fees in connection with the removal of the defective part and the installation of the repaired or replaced product be deemed to be covered by the general warranty policy described herewith.
- 7.9. All warranty returns for the purpose of repairing, replacing or refunding the defective item shall be subject to the **Return Policy** set out above. **UNO Aviation** must expressly authorize any returns prior to shipment of the defective part.
- 7.10. All warranty claims must be made in writing, within 30 (thirty) days from the date the defect is discovered by Purchaser. Warranty claims made after such period shall not be accepted by **UNO Aviation**.
- 7.11. Purchaser shall ship any defective parts falling under the warranty coverage to the address to be designated by **UNO Aviation**, at its own expense and risk. **UNO Aviation** shall not be liable for any shipping or customs charges, nor for any damages arising out of or in connection with shipment of the product.

## **Export Compliance Certification**

- 8.1. Purchaser hereby acknowledges that items sold by **UNO Aviation** may be subject to U.S Export Control Laws and Regulations, including, but not limited to, Export Administration Regulations (EAR) administered by the Bureau of Industry and Security (BIS) of the U.S Department of Commerce and the International Traffic in Arms Regulations (ITAR), administered by the Directorate of Defense Trade Controls (DDTC) of the U.S Department of State.

- 8.2.** Purchaser also acknowledges that the sale, distribution and re-export of such items subject to *U.S Export Control Laws and Regulations* may be limited or prohibited, depending on their classification, end-use, end-user and country and/or region of destination. If U.S. Government license or other authorization is required, additional time may be required to ship export items. **UNO Aviation** will make every attempt to inform Purchaser of such timing.
- 8.3.** Purchaser shall be required to sign the *Export Compliance Certification* form, available on the company's corporate website ([www.unoaviation.com](http://www.unoaviation.com)) before shipment of any Sales Order, in order to confirm its understanding and acceptance of the applicable *U.S Export Control Laws and Regulations* and resulting liability.
- 8.4.** Purchaser shall be required to complete the End-user / End-use Certification form available on the company's corporate website ([www.unoaviation.com](http://www.unoaviation.com)) before shipment of any Sales Order, in order determine license requirements under the applicable U.S Export Control Laws and Regulations.

### **Force Majeure**

- 9.1.** No party shall be liable to the other party for the breach of any obligations under these General Terms and Conditions of Sale to the extent that such breach is caused by strikes, fires, acts of war, acts of terror, explosions, flooding, industrial disputes, lock-outs, power failures, products shortages, interruption of supply routes, hostilities, riots, civil disturbance or acts of God.
- 9.2.** Should a force majeure event and/or its effects continue for a period of/ or longer than 30 (thirty) days, a Purchase Order and/or Sales Order may be cancelled by either Party without any liability whatsoever.

### **Indemnification and Limitation of Liability**

- 10.1** Purchaser indemnifies and holds harmless UNO Aviation and its directors, officers, employees and suppliers against all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, taxes, levies, duties, charges, assessments or withholdings of any nature arising out of or in connection with these General Terms and Conditions of Sale, and/or with the infringement of any U.S Export Control Laws and Regulations, as well as for any legal costs incurred by UNO Aviation in enforcing any of its rights in respect of these General Terms and Conditions of Sale.
- 10.2** **UNO Aviation's** total liability in contract or in tort in connection with the performance of the *General Terms and Conditions of Sale*, and/or of any Quotation or Sales Order shall be limited to the total price of the item sold, as stated in the corresponding invoice.

### **Miscellaneous**

- 11.1** If any provision of these General Terms and Conditions of Sale, or part of any provision, is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these General Terms and Conditions of Sale, and the

validity and enforceability of the other provisions of these General Terms and Conditions of Sale shall not be affected. In addition, if a part of these General Terms and Conditions of Sale becomes invalid, the parties will endeavour in good faith to reach agreement on a replacement provision that will reflect, as nearly as possible, the intent of the original provision.

- 11.2** **UNO Aviation** and Purchaser hereby explicitly agree and acknowledge that these *General Terms and Conditions of Sale* constitute the entire agreement between the Parties with reference to the subject matter contained herein.

## **Forum and Governing Law**

- 12.1.** The present General Terms and Conditions of Sale shall be governed, construed and enforced in accordance with the laws of the State of Florida.
- 12.2.** All disputes arising out of or in connection with these *General Terms and Conditions of Sale* shall, to the extent possible, be settled amicably by negotiation between the Parties.
- 12.3.** In the event the Parties are unable to reach an amicable settlement, the Courts of Broward County, State of Florida, shall have exclusive jurisdiction over all disputes arising out of or in connection with these *General Terms and Conditions of Sale*. Purchaser hereby waives the benefit of any objections to the jurisdiction or venue in Broward County, State of Florida.

**UNO AVIATION, INC.**

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