

AMS Statement of Terms and Conditions for Sales and Services Provided By AMS

The following Terms and Conditions apply to the goods and services purchased from Aerospace Maintenance Solutions, LLC (AMS) 29401 Ambina Dr., Solon, OH 44139. As an AMS customer, you and your company are bound by the terms and conditions listed below.

International Repairs and ITAR Controlled Shipments to AMS: AMS, including all employees, comply with the laws and regulations issued by the U.S. Department of State International Traffic in Arms Regulations (ITAR), the U.S. Department of Commerce Export Administration Regulations (EAR), and other regulatory agencies. International customers shipping military aircraft articles to AMS for service must follow the procedures described below. AMS does not accept parts or components from countries that are prohibited in the Country Policies and Embargoes list, 22 CFR 126.1. For countries other than those listed in 22 CFR 126.1, please check our capabilities lists at <http://aerospacellc.com/products> . Capability inquiries can be sent to John Dooley, President, jdooley@aerospacellc.com. Requests must state the End User, End-Use Country, and Aircraft Type for inquiries, repair orders, and all subsequent shipments. Prior to shipment, a notification of the shipment must be sent to AMS. Be sure to provide a copy of the document(s) via email to Denette Ditmer, Operations Manager, dditmer@aerospacellc.com . Articles controlled under the U.S. Munitions List may be shipped to AMS under the ITAR exemption 22CFR 123.4(a)(1) for temporary import. The following statement, or equivalent, must be made on all paperwork, including import documents: "Unserviceable goods being sent to USA for repair and return under 22 CFR 123.4 (a) (1), temporary import license exemption." When creating the airway bill, enter "ITAR EXEMPT 22 CFR 123.4(a)(1)" in the reference field. If and when articles are serviced, they can be exported back using the same exemption. AMS customers are responsible for marking and consigning shipments to AMS as indicated above. Non-compliance with the procedures permits AMS to recover from the customer any related costs incurred. NOTE: 22 CFR 123.4(a)(1) Port Directors of U.S. Customs and Border Protection permits the temporary import (and subsequent export) without a license, for a period of up to 4 years, of unclassified U.S.-origin defense items (including any items manufactured abroad pursuant to U.S. Government approval) if the item temporarily imported is sent for servicing, inspection, testing, calibration or repair, including overhaul, reconditioning and one-to-one replacement of defective parts or components

Response Times

Mission Critical: ship within 24 hours.

Expedite: ship within 7 business days.

Normal: ship within 30 days.

To ensure the appropriate priority is given to your order, please include the exact terminology noted above when placing your orders.

Quotations

Upon request, AMS provides written price quotations. The quotations are good for 60 calendar days. Standard response time for a price quotation is less than 5 days. Repair and overhaul quotations are based upon articles that have been installed in an aircraft and operating prior to removal for onset of the reported failure or for maintenance.

Purchase Orders

The Purchase Order (PO) supersedes all prior verbal and written understandings or communications. However, AMS reserves the right to issue a written request to change or amend the PO. Changes may include product or service quantities, place of delivery, shipping method, time of delivery, and requested certificates.

AMS assumes your company's acceptance of these Terms and Conditions upon our receipt of your company's PO.

Each PO issued to AMS should include a PO number, manufacturer's part number, keyword or description, quantity, price per unit, an address and telephone number for your company, and the names(s) of your company's primary contacts.

Invoices and Terms of Payment

Customer payment terms are prepaid unless prior approval of Net 30 terms has been granted. Please contact Andrea Rillahan, Financial Manager, arillahan@aerospacellc.com to apply for terms. For international sales, AMS prefers company wire transfers from US-based banks. Automated Clearing House (ACH) deposits are encouraged by AMS. When paying by Wire or ACH, please submit remittance advice to the Financial Manager. Credit cards are accepted as well. We accept VISA, MasterCard, American Express, and Discover. AMS will ship products on a Cash-On-Delivery (COD) basis as a last resort.

Packaging and Shipping

Your PO should include the due date and address where delivery is expected. Include any specific dock or building numbers and contact information for personnel in your Receiving department. Carrier name, account number, and priority preference should be provided on PO.

Outbound packages from AMS will include all documentation requested on the PO.

Materials, components, and other products sent by AMS will be properly packaged for the protection of the products. If specific packaging instructions are required, please include these on the PO.

Returns

Prior to departure from our shipping dock, AMS inspects all products and components for accuracy and compliance with your company's specifications and shipping instructions. If the products ordered by your company are not consistent with what has arrived at your shipping destination, please contact Denette Ditmer, Operations Manager, dditmer@aerospacellc.com for a Return of Material Authorization (RMA). No warranty returns will be accepted without an RMA issued by AMS.

In some circumstances, non-conforming parts and components may be returned under the Original Equipment Manufacturer's Warranty with the prior, written consent from AMS.

If any shipping damage has occurred to your order while in transit to your location, the damaged item(s) must be reported to AMS within 48 hours of your shipment's arrival and then returned to us as soon as possible thereafter. Include all corresponding paperwork (or copies) in the return shipment.

Your acceptance of AMS product(s) and the agreement to our Terms and Conditions is presumed if you fail to object and alert AMS in writing within 10 days of delivery of goods, whether it is all or any part of your order.

Cancellations

Any cancellation of products by your company must be issued in writing by the appropriate purchasing or specifying agent. All cancellations are also subject to receipt of appropriate documentation and any applicable cancellation charges that may apply.

Equivalent Parts

"Equivalent Parts" are sometimes considered as direct substitutes for AMS orders, but only if the customer approves the substitution in writing. AMS reserves the right to, if necessary, substitute such parts at the time of order fulfillment.

Quality:

AMS is certified to ISO9001 and AS9110 requirements. AMS is also FAA-145 certified. For our customers, that means our products and services are traceable, verifiable, and maintained under the conditions set forth by the FAA guidelines with which we comply.

Quality records for AMS are available to customers as governed by applicable statutory regulations.

Patents, Trademarks, and Confidential Information

We keep proprietary technology confidential.

Limitation of Liability

AMS's liability for any loss or damage of any kind whatsoever arising out of or in connection with performance of third-party products AMS has repaired or maintained shall not exceed \$50,000.00. This limitation applies regardless of the cause or the nature of the damage or loss. This limitation applies to any AMS affiliates, including employees and contracted workers it employs.

AMS will not be responsible for lost or stolen shipments in transit from our facilities under the care of third-party shippers.

AMS cannot be liable for conditions beyond our control, including fires, severe weather, and acts of terrorism.

Taxes and Duties

If appropriate, AMS will pay necessary taxes, duties, or import fees imposed by the US or other countries with which it does business.

Export/Import Licenses

The buyer, not AMS, is responsible for obtaining all licenses and government authorization required for shipment of goods across international borders. AMS shall not be held liable for products that are delayed or denied at a border for any reason.

As-Is Condition

Components sold by AMS are typically sold as "non-airworthy," meaning that you, the purchaser, do not expect the products to be in new or serviceable condition.

Pricing

Pricing is sometimes subject to availability. Pricing may change with or without notice. AMS prices do not typically include shipping, taxes, duties, and other transportation costs.

Buyer's Terms and Conditions

Other terms and conditions aside from those set forth here by AMS - particularly the purchasers' and buyers' purchase orders or other ordering documents -- are not binding to AMS, unless acknowledged by AMS in a written addendum to this public set of AMS Terms and Conditions.

Warranty

We stand behind our work by providing a 12-month warranty (unless otherwise stated on quotation or other AMS document) on repairs and overhauls as related to AMS workmanship and materials only.

We proudly affix AMS labels to the overhauled items indicating that the warranty exists. For your convenience, AMS labels also indicate the duration of the warranty and the point of contact.

We want our customers to be satisfied and feel good about working with AMS, so if there is ever a problem with your order, please contact us, so we can try to fix the problem for you.

Please note that warranty claims are voided if the tamper-proof labels are damaged or altered. AMS cannot be responsible nor liable for items of which unauthorized maintenance has been attempted as indicated by tamper-proof labels. No warranty returns will be accepted without an RMA issued by AMS.

All warranty claims entail an inspection and possible teardown to determine the nature of the failure, which determines if the terms of the AMS warranty apply.

All shock sensitive or fragile components **MUST** be shipped via Air Freight. Due to the rough treatment of ground packages, shipment of delicate articles via ground will now void AMS's warranty.

Customer Satisfaction

AMS is always open to ways we can improve our customers satisfaction. If you have a comment or question, please send it to Bruce Wiebusch, Sales, Marketing, and Content Manager, bruce@aerospacellc.com.

Intellectual Property

AMS services often include the development of schematics, parts lists, test procedures, etc. necessary to support maintenance, repair, and overhaul of aircraft components. All intellectual property developed during and because of these tasks are the intellectual property of AMS.

Unless otherwise stipulated in writing and signed by an AMS Managing Partner, all the associated Intellectual property and processes automatically belong to AMS.

Definitions

"Goods" refers to materials, parts, products, machines, tooling, test equipment, software, computers, and other deliverables that are physically manifested.

"Services" refers to technical data, testing, maintenance, consultation, research, development, drawings, and other deliverables.

"Seller" refers to AMS.

"Purchaser" and "Customer" refer to OEMs, purchasing/procurement agents, end users, and brokers.

Revised May 12, 2020.