



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 <https://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 prior to article inspections. The quotations are valid for 60 calendar days. Standard response time for a price quotation is 5 days or fewer. 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. All quotations encompass a "scope of work" assignment for typical MRO activity. The scope of work is subject to AMS resolve. At the time of customer inquiry for pricing and lead time, AMS quotations are based on acceptable aircraft article conditions with typical failures and definitely are not to be misconstrued as firm fixed prices.

Over and Above: Aircraft articles received outside the "Scope of Work" are subject to "Over and Above" pricing. Scope of Work is determined by AMS interpretation of relevant maintenance manuals and typical known failures of each article. AMS definition of acceptable "Scope of Work" is fluid and will change based on Diminishing

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Material Sources (DMS) within the AMS supply chain. Over and Above charges may apply to any article received with missing parts, BER/BPR sub-assemblies, damage of any kind, indication of cannibalization, over current or burnt circuitry and damage due to "Acts of God".

Beyond Physical Repair (BPR) or Beyond Economical Repair (BER): Aircraft articles which have DMS issues and contain non-procurable sub-assembly parts will be deemed Beyond Physical Repair (BPR) or Beyond Economical Repair (BER). If you have questions about quotations, contact bruce@aerospacellc.com.

Firm Fixed Price

We strive to maintain transparency and fairness in our pricing structure, particularly regarding our repair services. Our prices are typically offered as firm fixed prices, a model that provides our clients with predictability and reliability in their budgeting process. These fixed prices are meticulously calculated based on a variety of factors to ensure fairness and accuracy. Key among these factors are our past performance records and our extensive history of repairing the same or similar items, which offer a solid basis for our pricing decisions.

Additionally, market conditions, which are subject to regular changes and fluctuations, play a crucial role in determining our prices. These conditions directly influence the availability and cost of the parts needed for repairs, adhering to the economic principles of supply and demand. Given these considerations, the prices presented in our Requests for Quotations (RFQs) are carefully set to accurately reflect these dynamic factors.

Due to the high volume of RFQs we process annually, we typically do not provide a detailed explanation of the charges involved unless specifically required by federal regulations, the Defense Federal Acquisition Regulation Supplement (DFARS), or by Original Equipment Manufacturers (OEMs). This policy ensures that we can continue to offer high-quality service efficiently and effectively to all our clients. We appreciate your understanding and are committed to delivering the best value in aerospace maintenance solutions.

Opting Not to Bid

We understand the importance of explaining that we sometimes have to NO BID items. We typically do not provide a detailed explanation for choosing to not bid an RFQ. We appreciate your interest in working with us and would like to offer some general guidance that might help in understanding our decisions. Typically, NO BIDS are related to one or more of the following:

- Essential information (such as the name of the end user or the intended use of the product) was not specified in your Request for Quote (RFQ).*
- The stock you inquired about has either been sold, allocated to other projects, or is otherwise unavailable.*
- The part description or part number provided does not align with our capabilities, or the National Stock Number (NSN) differs.*
- Our internal sales policies might necessitate quoting a particular part number or contract opportunity directly to a government entity or to an OEM.*
- We cannot accommodate your quote deadline or timetable.*
- Necessary documentation (e.g. contract information), tags, or other data is missing.*
- There are challenges in shipping to the specified destination. For example, there could be export restrictions affecting the transaction, or ITAR considerations.*
- Credit limits or issues related to the material condition of the item might be a factor.*
- The financial value of your proposed transaction may not meet our minimum threshold for quoting.*
- Part number listings on 3rd-party websites may not contain accurate, up-to-date information about our current capabilities.*

Please note that our decisions to NO BID are based on a variety of factors, and we reserve the right to make these decisions at our sole discretion.

For future inquiries, we recommend providing complete and accurate information to facilitate a smoother process. Also, please allow us a minimum of 5 business days to process your RFQs.

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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 Jonathan Lagade, Financial Specialist, jlagade@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 ISO9001:2015 and AS9110C 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.

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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

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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.

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