Western Aircraft, Inc. PO Terms and Conditions Rev. 3/2020

# 1. DEFINITIONS

- 1.1. "Agreement" means these PO Terms together with the Purchase Order and any additional documents which have been agreed by both parties and expressly referred to therein.
- 1.2. "Buyer" means Western Aircraft as specified in the Purchase Order.
- 1.3. "Confidential Information" shall have the meaning given in clause 13 below.
- 1.4. "PO Terms" means the terms and conditions detailed in this document.
- 1.5. "Purchase Order" means the document in which Buyer specifies the goods and/orservices to be provided by the Supplier and the corresponding fees.
- 1.6. "Supplier" means the company supplying the goods and/or services to the Buyer as identified in the Purchase Order.

#### 2. APPLICATION OF TERMS

- 2.1. Supplier agrees to deliver the goods and/or services as described in the Purchase Order in accordance with the Agreement.
- 2.2. Additional or different terms which are not expressly agreed by both parties, for example in the Supplier's acknowledgement or any other Supplier documents, are hereby rejected and shall not apply.
- 2.3. These PO Terms are non-exclusive. Buyer is free to engage others to provide goods and/or services the same as or similar to Supplier's.

# 3. PRICES AND TAXES

Prices or fees specified in the applicable Purchase Order will be exclusive unless stated otherwise on the Purchase Order but inclusive of any other fees, charges, costs and expenses unless agreed otherwise in writing by the Buyer. Buyer shall have no responsibility to pay or withhold any state or local taxes or fees from any payment due to Supplier under the Purchase Order.

#### 4. PAYMENT TERMS AND INVOICES

- 4.1. In full consideration for the delivery of goods and/or performance of the services and the assignment of rights to Buyer as provided herein, Buyer shall pay Supplier the amount specified in the applicable Purchase Order. Supplier shall submit accurately dated invoices to the Accounts Payable department of the Buyer in accordance with the Purchase Order showing applicable Purchase Order number, description of goods and/or services, quantity, unit prices, extended totals and any other information reasonably requested by Buyer.
- 4.2. All properly submitted and undisputed invoices will be paid within sixty (60) days of the receipt of the invoice by Buyer unless otherwise expressly agreed. Payment of any invoice shall

not constitute acceptance of any goods and/or services. Buyer reserves the right to: (i) make adjustment(s) for errors, shortages, defects in goods or other failure of Supplier to meet any Purchase Order requirements; and (ii) set off any amount owed by Buyer to Supplier against any amount owed to Buyer by Supplier.

#### 5. SHIPPING AND DELIVERY

Supplier shall deliver the goods and/or services as specified in the applicable Purchase Order. Supplier shall package and ship all goods in accordance with good commercial practice. The applicable Purchase Order number must appear on all shipping containers, packing lists, delivery tickets and bills of lading. Title to and risk in goods shall pass to Buyer upon delivery at the destination nominated by the Buyer. If goods ordered are destroyed prior to the title passing to Buyer, Buyer may, at its option, cancel the Purchase Order for such goods, or require delivery of substitute goods of equal quantity and quality at no additional cost to the Buyer. Such delivery will be made as soon as commercially practicable. Supplier assumes all risk of loss, damage or destruction to any goods rejected by Buyer. Time for delivery shall be of the essence.

#### 6. REPRESENTATIONS AND WARRANTIES

- 6.1. Supplier represents and warrants that during the period of twelve months (or such longer period as may be prescribed by applicable law) from the date when the goods are delivered to the Buyer or the services are performed, (i) services will be performed with all reasonable care and skill by suitably qualified personnel in accordance with best industry practice and (ii) all goods and services provided will be (a) in accordance with the Agreement, (b) free from defects in design, materials, workmanship and manufacture, (c) of satisfactory quality, (d) fit for the purposes communicated by Buyer or if not communicated by the Buyer fit for the purposes as can be reasonably deemed, and (e) in conformance with specifications, if any. For life limited parts, Supplier agrees that Buyer shall have the right to reject or return for full credit or replacement any life limited good that does not have a minimum 85% shelf life remaining.
- 6.2. Supplier agrees that it will make spare parts available to Buyer for a period of five (5) years from the date of shipment at Supplier's then current price less applicable discounts.
- 6.3. Taxes: Supplier represents and warrants that any and all applicable taxes and withholdings payable by the Supplier will be promptly paid by Supplier to the applicable governmental authority.
- 6.4. The foregoing warranties are in addition to all other warranties, express or implied, and shall survive the delivery, performance, inspection, acceptance or payment by Buyer. Buyer's inspection, test, approval, acceptance or use of any goods or services will not relieve Supplier of any warranties specified herein or otherwise applicable. If Buyer identifies a warranty problem during the warranty period, Buyer will notify Supplier and may, at its sole option: (i) require Supplier to correct any defect or nonconformance; (ii) return or reject deficient or nonconforming goods and/or services for a full refund of amounts paid for those deficient or non-conforming goods and/or services; or (iii) correct the deficient or nonconforming goods and/or services itself at a reasonable cost and charge Supplier the cost of such correction.

Replacement or repaired goods or services shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

## 7. TERMINATION, CANCELLATION OR CHANGE OF PURCHASE ORDERS

- 7.1. Buyer reserves the right to cancel any Purchase Order at any time prior to delivery of the goods and/or services and shall not be subject to any charges or other fees whatsoever as a result of such cancellation unless otherwise expressly agreed in advance. After this time, Buyer may terminate any Purchase Order at its discretion upon thirty (30) days written notice to Supplier. Supplier shall cease to provide goods and/or services under the applicable Purchase Order on the date of termination specified in such notice
- 7.2. Buyer may request, and Supplier shall not unreasonably withhold its consent to, changes to the Agreement subject to an equitable adjustment in the price, delivery schedule, or both, where appropriate.
- 7.3. Buyer may terminate any Purchase Order upon written notice to Supplier at any time if Supplier: (i) fails to perform or otherwise materially breaches any term of the Purchase Order and, where capable of remedy, such failure or breach is not remedied within seven (7) days of Buyer's notice to do so; (ii) files a petition in bankruptcy, becomes insolvent, or dissolves; or (iii) assigns or attempts to assign the Purchase Order to a third party without written consent of Buyer.
- 7.4. Upon the cancellation or termination of the Purchase Order for any reason, Buyer will pay and Supplier will promptly deliver at the expense of Supplier and in accordance with Buyer's instructions to Buyer all work product (whether in process or completed) and all Buyer's Confidential Information.
- 7.5. The cancellation or termination of the Purchase Order shall not affect any obligation of the parties incurred before the termination date.

#### 8. INDEPENDENT CONTRACTOR SERVICES

The parties agree that Supplier is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Supplier is responsible for all costs and expenses incident to performing its obligations under any Purchase Order and shall provide its own supplies and equipment. The Supplier's personnel are not employees of WAI. The Supplier will be solely responsible for payment of all compensation owed to the Supplier's personnel, as well as for payment of employment related taxes and worker's compensation insurance.

## 9. OWNERSHIP

9.1. All work product and goods created or delivered by Supplier pursuant to a Purchase Order shall be and remain the sole and exclusive property of Buyer from their creation. Supplier hereby agrees to irrevocably assign and transfer to Buyer and does hereby assign and transfer to Buyer all of its worldwide rights, title and interest in and to the work product and/or the goods including all associated intellectual property rights. All tools and equipment supplied by Buyer to Supplier shall remain the sole property of Buyer.

9.2. Supplier warrants that it has all right and authority necessary to confer clear title and ownership to the Buyer in accordance with the Purchase Order. Supplier irrevocably agrees not to assert against Buyer or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Supplier affecting the work product and/or goods and/or the services.

#### **10. INDEMNITY**

10.1. Supplier shall indemnify, defend, and hold harmless Buyer and Buyer's officers, directors, employees, successors, assigns, agents, and customers from and against any, and all claims, actions, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of or in any way connected with the goods and/or services provided under any Purchase Order including without limitation: (i) defective workmanship, quality of material or service (ii) any claim by a third party alleging that goods or services, the results of such services, or any other products or processes provided under any Purchase Order infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes; (iii) Supplier's failure to comply with any applicable law, statute, rule or regulation, including without limitation, related to privacy and publicity; or (iv) death or bodily injury to any person, or damage or destruction to property caused by the Supplier.

10.2. Should Buyer's use, or use by its employees, contractors, subcontractors or customers, of any goods or services purchased from Supplier be threatened by injunction or any legal proceeding, Supplier shall, at is sole cost and expense, either: (i) substitute fully equivalent non-infringing goods or services; (ii) modify such goods or services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer, its employees, contractors, subcontractors or customers the right to continue using such goods or services; or (iv) if none of the foregoing is possible, refund all amounts paid for the infringing goods or services.

# **11. INSURANCE**

Supplier shall maintain at its own expense: General Liability Insurance, Product Liability Insurance, Employer's Liability Insurance, Professional Liability Insurance and other insurances in reasonable limits covering goods delivered and services performed hereunder, as is required by law or common practice. Upon request, Supplier shall provide Buyer with certificates of insurance or evidence of coverage before commencing performance under the Purchase Order, and, if expressly requested by Buyer, list Buyer as an Additional Insured.

## 12. FORCE MAJEURE

Each party shall be excused from performance directly caused by circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers.

#### 13. CONFIDENTIALITY

The parties will keep confidential any information (whether written or oral) of a confidential nature (including software and manuals) obtained under the Agreement and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers). This provision will not apply to (a) any information which has been published other than through a breach of the Agreement; (b) information lawfully in the possession of the recipient before the disclosure under the Agreement took place; (c) information obtained from a third party who is free to disclose it; and (d) information which a party is requested to disclose and, if it did not, could be required by to do so by law.

# 14. LIMITATION OF LIABILITY

- 14.1. In no event shall Buyer be liable to Supplier for anticipated or actual lost profits, loss of business, loss of savings, loss of data or for any indirect, special, incidental or consequential loss or damage however arising (in contract tort or otherwise), even if Buyer has been advised of the possibility of such damage.
- 14.2. Buyer's liability in contract tort (including negligence) or otherwise arising under this Purchase Order shall not exceed the amount equal to the fees paid for the good that gives rise to the claim.
- 14.3. Nothing in the Agreement shall exclude the parties' liability for death or personal injury caused by their negligence or for fraud or fraudulent misrepresentation.

#### 15. COMPLIANCE WITH LAWS

- 15.1. Supplier shall comply fully with all applicable laws and regulations in the performance of the Agreement.
- 15.2. Customs: Upon Buyer's request, Supplier will promptly provide Buyer with a statement of origin for all goods.

# **16. DATA PROTECTION**

To the extent that Supplier has access to any personally identifiable information (the "Personal Data") of any of Buyer's employees, customers or prospective customers, Supplier shall use the Personal Data provided by Buyer pursuant to the Agreement only on behalf of Buyer and solely in accordance with Buyer's instructions and the provisions of the Agreement, except where doing so would constitute a violation of any applicable law. Supplier shall not disclose, use or process the Personal Data except in accordance with Buyer's instructions or as required by law. Supplier shall use, process and store the Personal Data in compliance with all applicable laws, and with Buyer's and Buyer's affiliates and associates' policies and requirements for such compliance. Supplier shall indemnify and hold Buyer and Buyer's affiliates, associates, directors, officers, employees, agents and independent contractors harmless from any and all claims, liabilities, costs, charges, damages, penalties, expenses or losses (including without limitation reasonable attorneys' fees and expenses and costs of suit), and any settlement costs or expenses agreed to by Buyer, to the extent that such liability results from in connection with Supplier's breach of any of the provisions of this Agreement or its failure to comply with applicable privacy and/or data protection laws

#### **17. ACQUIRED RIGHTS**

The parties to this Agreement do not intend that any of the Supplier's employees shall transfer to the employment of Buyer at any time and the Supplier hereby indemnifies Buyer (both for itself and any new service provider) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Buyer and/or any new service provider in connection with or as a result of any claims or demands associated with any such actual or purported transfer.

#### 18. GENERAL

- 18.1. Supplier warrants that it is in compliance with all applicable import or export laws and regulations. Supplier will otherwise comply in any and all respects with all applicable laws, ordinances, rules and regulations and other legal requirements that apply to this Agreement.
- 18.2. Supplier will not use any payment or other benefit derived from Buyer to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting this Agreement, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to an employee, officer or other person acting in an official capacity for any government or agency or any political party, party official or candidate for political office.
- 18.3. Supplier will at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Supplier shall at its expense obtain any and all permits, licenses, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Supplier shall adhere to Buyer rules and policies and disseminate current information and materials as announced or provided from time to time by Buyer to Supplier.
- 18.4. Supplier shall ensure that applicable personnel are aware of the importance and their contribution to Buyer's Supplier Conduct Expectations. The following conformity, safety, and ethics requirements are intended to supplement, but not to replace, those specified elsewhere in Buyer's Purchase Order Terms and Conditions.
- 18.4.1Product and service conformity Buyer expect our suppliers to provide products and services that conform to all applicable engineering, regulatory, and Purchase Order requirements. In pursuit of ensuring product and service conformity, suppliers shall implement adequate systems and processes to produce, evaluate, and improve the products and services provided to Buyer.
- 18.4.2 Product safety Supplier shall protect the health, safety, and welfare of those who may be affected by their activities by complying with all applicable engineering, regulatory, and Purchase Order requirements. Supplier shall ensure that systems and processes are adequately implemented and enforced to ensure that product is able to perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.
- 18.4.3. Ethics Buyer expects suppliers to conduct business in accordance with the highest ethical standards. Our suppliers are partners and extensions of our company and must not conduct business in a manner that could damage Buyer's reputation or cause Buyer to be in violation of any laws or regulations.
- 18.5. If any provision of the Agreement shall be deemed to be invalid, illegal or unenforceable,

the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 18.6. Any party's delay or failure to exercise any of its rights under the Agreement shall not be deemed or construed to operate as that party's waiver of any such rights.
- 18.7. All notices, and other communications hereunder shall be in writing, and shall be addressed to Supplier's address for payment or to an authorized Buyer representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.
- 18.8. The Agreement contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to the subject matter. The parties acknowledge and agree that (a) they have not been induced to enter into the Agreement by any representation warranty or other assurance not expressly incorporated into it; and (b) in connection with the Purchase Order their only rights and remedies in relation to any representation warranty or other assurance are for breach of the Purchase Order and that all other rights and remedies are excluded. This provision shall not affect the parties' rights or remedies in relation to any fraud or fraudulent misrepresentation.
- 18.9. The Purchase Order does not and is not intended to confer any benefit on nor create any right exercisable or enforceable by any third party.
- 18.9 If applicable, this Buyer and Supplier shall abide by the requirements of the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities."

# SUPPLEMENTAL TERMS AND CONDITIONS

FEDERAL ACQUISITION REGULATIONS (FAR), DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS), FAR SUPPLEMENT. The following clauses set forth in the FAR and DFARS as in effect on the date of this purchase order are incorporated herein by reference. Where necessary to make the clauses applicable to this purchase order, "Contractor" shall mean "Seller," "Contracting Officer" shall mean "Buyer," and the "Government" shall mean "Buyer" or the "Government" whenever appearing in the clauses. Seller shall include the following clauses in its lower-tier purchase orders as required. If any of the following FAR or DFARS clauses do not apply to a particular purchase order; such clauses are considered to be self-deleting.

FAR Clauses: <a href="https://www.acquisition.gov/far/">https://www.acquisition.gov/far/</a>
DFARS Clauses: <a href="https://farsite.hill.af.mil/vfdfar.htm">https://farsite.hill.af.mil/vfdfar.htm</a>

# 1. All Orders

- 52.203-3 Gratuities
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.204-2 Security Requirements
- 52.211-5 Material Requirements
- 52.215-15 Pension Adjustment and Asset Reversions
- 52.215-18 Reversions or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
- 52.215-19 Notification of Ownership Changes
- 52.219-8 Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-41 Service Contract Act of 1965, As Amended
- 52.222-50 Combating Trafficking in Persons
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-7 Notice of Radioactive Materials
- 52-223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.224-2 Privacy Act (Applicable only if the order requires the design,

development, or operation of a system of records subject to the Privacy Act of 1974.)

- 52.225-1 Buy American Act Supplies
- 52.225-3 Buy American Act Free Trade Agreements Israeli Trade

#### Act

- 52.225-5 Trade Agreements
- 52.225-8 Duty-free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-1 Authorization and Consent
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications Classified Subject Matter
- 52.227-11 Patent Rights Ownership by the Contractor (references to

"Government", "Contracting Officer" and "Contractor" as

contained in this clause remain unchanged)

- 52.227-14 Rights in Data -General
- 52.229-3 Federal, State, and Local Taxes
- 52.233-3 Protest After Award
- 52.234-1 Industrial Resources Developed Under Defense Production

### Act Title III

- 52.236-13 Accident Prevention
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1, Alt. I Government Property
- 52.245-9 Use and Charges
- 52.246-2 Inspection of Supplies Fixed Price
- 52.246-16 Responsibility for Supplies
- 52.247-63 Preference for U.S. Flag Air Carriers
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
- 52.249-2 Termination for Convenience of the Government (Fixed-Price)
- 52.249-8 Default (Fixed-Price Supply and Service)
- 252.204-7000 Disclosure of Information

252.204-7008 Export-Controlled Items

252.222-7000 Restrictions On Employment of Personnel

252.223-7006

252.223-7008

Prohibition on Storage and Disposal of Toxic and Hazardous

Materials

Prohibition of Hexavalent Chromium

252.225-7001 Buy American Act and Balance of Payments Program

252.225-7007 Prohibition on Acquisition of United States Items From

**Communist Chinese Military Companies** 

252.225-7009 Restriction on Acquisition of Certain Articles Containing

**Specialty Metals** 

252.225-7013 Duty-Free Entry

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings

252.225-7021 Trade Agreements

252.225-7025 Restrictions on Acquisition of Forgings

# Orders of \$3,000 or Greater

52-223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving 52.222-54 Employment Eligibility Verification

# Orders Greater than \$10,000

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7030 Restriction on Acquisition of Carbon Alloy and Armor Steel Plate

252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program

252.227-7013 Rights in Technical Data - Noncommercial Items (the term "Government" shall remain throughout this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the term "Government" shall remain throughout this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")

252.227-7015 Technical Data - Commercial Items

252.227-7016 Rights in Bid or Proposal Information

252.227-7019 Validation of Asserted Restrictions - Computer Software

252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends

252.227-7030 Technical Data - Withholding of Payment

252.227-7037 Validation of Restrictive Markings of Technical Data (the terms throughout this clause shall remain unchanged)

252.228-7001 Ground and Flight Risk

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles

252.246-7001, Alt I Warranty of Data

252.246-7003 Notification of Potential Safety Issues

252.247-7023 Transportation of Supplies by Sea (paragraphs (a) through (e)

apply to all orders; all paragraphs apply to transactions greater than \$100,000)

252.247-7024 Notification of Transportation of Supplies by Sea

### Orders Greater than \$15,000

52.222-20 Walsh-Healey Public Contracts Act

52.222-36 Affirmative Action for Workers With Disabilities

# Orders of \$25,000 or Above

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

# Orders of \$25,000 or Greater (Greater than \$30,000 if Prime Contract dated on or after September 28, 2006.)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

# Orders of \$50,000 or Greater

52.211-15 Defense Priority and Allocation Requirements

# Orders of \$100,000 or Greater

- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.215-2 Audit and Records Negotiation
- 52.215-14 Integrity of Unit Prices (except for paragraph (b) of this clause)
- 52.219-8 Utilization of Small Business Concerns
- 52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation
- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Special Veterans
- 52.223-14 Toxic Chemical Release Reporting
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.248-1 Value Engineering
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

# Orders Greater than \$500,000

52.209-7 Information Regarding Responsibility Maters

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

# Orders of \$500,000 or Greater (\$550,000 or Greater if Prime Contract dated on or after September 28, 2006)

52.219-9 Small Business Subcontracting Plan

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

# Orders of \$500,000 or Greater (\$650,000 or Greater if Prime Contract dated on or after June 14, 2007)

52.230-2 Cost Accounting Standards (except its subparagraph (b))

52.230-3 Disclosure and Consistency of Cost Accounting Practices 52.230-5 Cost Accounting Standards – Educational Institution

52.230-6 Administration of Cost Accounting Standards

#### **NEW PART RETURN POLICY**

If it becomes necessary for you to return a component purchased from Western Aircraft, Inc., we will be able to respond to your claim more efficiently if you follow these guidelines.

- Requests to return components must be made within 30 days from date of shipment.
- Reports of shortages, overages, part damages, or part discrepancies in a shipment must be made within <u>10 days from</u> the date of invoice.
- Normal Handling Charges are <u>15% (\$50.00 minimum/\$500.00 maximum per line item)</u> on stock items. All other parts are subject to the vendor's restocking charges. Please note that each vendor has different policies and the restocking fees vary. Any part removed from a sealed protective packaging will also incur a recertification fee.
- All returns must have prior approval to return and must reference the pre-approved RA number. Returns will be shipped with all freight and custom charges prepaid. Items received without a return authorization number will be denied & returned to the customer freight collect.
- Original documentation, which includes all CAA/FAA Airworthiness Documentation furnished with original the shipment, must accompany the part otherwise no credit will be issued.
- Please reuse the original packing material/methods where possible.
- Literature items are **not** acceptable for return.
- It is the responsibility of the recipient to notify the carrier and submit a freight claim for any damage to theshipment. A copy of your claim and/or correspondence with the carrier must be submitted to Western Aircraft.
- Statically sealed items must be returned unopened.

For return approval, please contact any of the Western Aircraft, Inc. Customer Service Representatives at 1-800-777-4926 or Fax to 208-338-1819.

#### **EXCHANGE SALE AND CORE POLICY**

- Core returns are due within 14 days domestic and 21 days international from the date
  the exchange unit was shipped. Late return of a core unit will result in a late return
  penalty of a 2% daily charge of the exchange billing. This charge will incur daily until the
  core unit is received. If the core unit has not been returned after 60 days from the date
  of shipment, the core deposit will be billed and the sale considered outright. Late return
  fees will still apply.
- Cores must be returned with either the Western Aircraft vendor "Core Return Form" or Vendor core documentation filled out in full. Failure to provide service data information can result in core rejection.
- All core returned are subject to vendor evaluation and can incur charges deemed above standard overhaul cost. Cores returned that are beyond economical repair (BER), lacking completed core tags, damaged, disassembled, or not a like part number can incur over and above standard overhaul cost or core rejection. Rejected cores will be returned to the customer at their expense. Western Aircraft will not be responsible for parts lost or damaged during shipment.
- Vendor core policies shall supersede Western Aircraft, Inc.'s policy as applicable.
- It is the responsibility of the customer to provide proof of shipment and delivery for any outstanding cores due.
- All units containing fluids should be completely drained and capped to prevent leaking during shipment and must comply with hazardous material shipping regulations.

For core questions or issues, please contact Western Aircraft, Inc. Rotable Administrators at 208-338-1822 or 208-385-5122. Any collect shipments will be refused. Cores and part returns are to be returned prepaid to:

Western Aircraft Attn: Returns 4308 S Kennedy St. Boise, ID 83705