



# AIRCRAFT INVENTORY MANAGEMENT & SERVICES

14936 Trend Drive    [sales@acinv.com](mailto:sales@acinv.com)    Tel: (972) 488-0580  
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The following Terms and Conditions apply to, and supplement, all Aircraft Inventory Management & Services (AIMS) Sales Agreements. They are incorporated by reference into all AIMS offers, including all AIMS quotes. These terms and conditions are the sole terms and conditions on which AIMS will make a sale to a Customer, unless alternative or additional terms and/or conditions are accepted in a writing signed by authorized representatives from both AIMS and the Customer.

I. **Definitions.** For purposes of these Terms and Conditions, the following definitions apply.

- 1) The term "**Article**" means any item sold by AIMS to a Customer.
- 2) "**Customer**" means a person that is purchasing an Article or receiving a Replacement Article from AIMS.
- 3) "**Non-Conforming Article**" means an Article that does not meet the representations as to condition found in the quote for the Article, or an Article that does not meet the representations as to condition found in the traceability documentation for the article, or both.
- 4) "**Received in Good Condition**," in the case of an Article returned to AIMS pursuant to a RMA, means (a) that the Article has not been damaged since it originally left the AIMS facility or since it left the source facility from which it was shipped (in cases where the part was shipped to the Customer from a third party source facility), and (b) that the Article is returned complete (with no missing pieces), (c) that the Article is returned in the same condition and the same state of assembly or disassembly as when it was shipped, (d) that the Article is returned without marks or defacements, including but not limited to marks that suggest an attempt to install the Article, (e) that the Article is returned with all documentation, and (f) that the Article is returned with all serialized tags (if any). An article that is returned to AIMS without a RMA for that return shall be considered NOT Received in Good Condition. An Article that is not received within 30 days of the date of the RMA date shall be considered NOT Received in Good Condition. An Article returned to AIMS with the non-conformance(s) identified in the RMA request, and otherwise Received in Good Condition may be considered Received in Good Condition only if AIMS' investigation shows that the identified non-conformance originated before the Article had originally left the AIMS facility or before it left the source facility from which it was shipped (in cases where the part was shipped to the Customer from a third party source facility).
- 5) The term "**Return Merchandise Authorization**" ("**RMA**") means a written authorization issued by AIMS to authorize the return of an allegedly discrepant Article. A RMA expires thirty days after the date on which it is issued.
- 6) The term "**Replacement Article**" means any item shipped to a Customer by AIMS or by another person on behalf of AIMS, if that item is shipped in order to meet an AIMS replacement obligation.

II. **Quotes.** Quotations are offers to sell. Quotations expire 30 days after they are issued. Quotations are based on the sellers existing stocks and therefore goods and prices are subject to availability. Typing and clerical errors on quotations are subject to correction.



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- III. **Shipping Loss.** Notwithstanding any other terminology on the transaction documents, Risk of Loss of an Article passes to the Customer when the Article is delivered to the carrier who will be responsible for carriage from AIMS. Articles shipped by AIMS are not insured unless the Customer requests insurance on the Purchase Order. In such a case, AIMS will obtain insurance at Customer's expense and Customer will reimburse AIMS for this expense (it will normally billed as a part of the shipping charge, or may be billed subsequently) Customer is expected to insure its articles against loss and if Customer fails to insure articles against loss then Customer does so at its own peril.
- IV. **Documentation.** Customer is entitled to no other trace documentation or airworthiness documentation, except the documentation provided by AIMS.
- V. **Shipping Costs.** AIMS ships Articles on the Customer's account. To the extent incurred by AIMS, the cost of shipping from AIMS to the Customer, or to a destination designated by Customer, will be an additional charge that shall be charged as part of the sales invoice. If additional shipping charges or other shipping-related or transportation-related costs are incurred by AIMS after the sales invoice is generated, then AIMS shall bill Customer for these additional sums and Customer shall pay these additional sums according to the normal payment terms existing between AIMS and the Customer.
- VI. **Inspection and Return.** Customer shall have 15 days in which to inspect the Article (the "Inspection Period").
- 1) In the event that Customer discovers the Article to be a non-Conforming Article, Customer may request a non-Conformance RMA, in writing before the end of the inspection period. This must be accomplished within the Inspection Period in order for the Customer to have any return rights under the Contract. The request for RMA must list all non-conformances; failure to identify a non-conformance in the RMA request will waive all further rights to assert that non-conformance. AIMS reserves the right to issue or to not issue a non-Conformance RMA in its discretion. If the Article is NOT Received in Good Condition, then Customer remains responsible for the contract price for the Article. AIMS reserves the right to inspect the Article to verify the alleged non-conformance. If the Article is returned pursuant to an RMA and is Received in Good Condition, and if AIMS inspection verifies the non-conformance, then Customer shall be entitled to a refund of the contract price.
  - 2) If the Article needs to be returned for any other reason (other than non-Conforming Article), Customer may request a discretionary RMA, in writing, before the end of the inspection period. AIMS reserves the right to issue or to not issue a discretionary RMA in its judgment. If AIMS issues a discretionary RMA, then Customer shall pay shipping costs and shall also pay to AIMS a restocking fee of 25% of the value of the contract value of the returned article. If the Article is NOT Received in Good Condition, then AIMS shall be entitled to both the restocking fee and the contract price for the Article.



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- 3) Customers Inspection Period shall begin on the day of delivery. An attempted delivery of the Article that is rejected or otherwise fails is considered a delivery for purposes of this Section. After the Inspection Period has passed without a written request for non-conformance RMA or discretionary RMA, no returns are authorized and Customer is not entitled to any further warranty rights.
  
- 4) THE TERMS IN THIS SECTION VII OF THIS AGREEMENT REPRESENT THE SOLE REMEDIES AVAILABLE TO A CUSTOMER, AND CUSTOMER SHALL HAVE NO OTHER WARRANTY RIGHTS OR REMEDIES EXCEPT THOSE FOUND IN THIS SECTION OF THE AGREEMENT. THESE TERMS TAKE THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF MERCHANTABILITY. AIMS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, NOR INCIDENTAL NOR SPECIAL NOR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION THAT ARISES AS A CONSEQUENCE OF, OR IN RELATION TO, ANY TRANSACTION SUBJECT TO THESE TERMS AND CONDITIONS.

**VII. Credit Terms.** Payment is cash on delivery unless AIMS has specifically agreed to give the buyer credit.

**VIII. Jurisdiction.** All agreements made by AIMS are made in Texas and shall be interpreted under the laws of Texas, not including the state's conflict-of-laws provisions. Both parties agree that any suit brought in relation to this agreement, or to enforce any clause of this agreement, shall be brought in a trial court in the Dallas/Fort Worth metropolitan area, in Texas. Both parties agree to be subject to the personal jurisdiction and venue of such a court.

**IX. Costs and Attorneys Fees.** In the event that AIMS hires a collection agent or attorney or makes use of an arbitrator, mediator, court system or other legal mechanism in order to secure a payment owed to AIMS or otherwise enforce a right enjoyed by AIMS under any Agreement subject to these terms and conditions, Customer shall be liable to AIMS for all costs and fees (including attorneys fees) associated directly or indirectly with this process.

**X. Compliance.** The Customer warrants that all Articles will be used in compliance with U.S. laws. The Customer warrants that Articles will not be subsequently used nor shipped in violation of U.S. laws, including U.S. export laws and U.S. hazardous materials laws. The Customer warrants that Articles will not be subsequently used nor shipped in violation of the laws of any jurisdiction through which or into which the Articles are shipped.



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XI. **Indemnification.** Customer agrees to defend, hold harmless and indemnify AIMS, its affiliated companies, their directors, officers, employees and agents from and against any and all present and future liabilities, damages, losses, demands, fines, penalties and claims of any kind whatsoever (including all costs, expenses and reasonable attorney's fees incidental thereto) which are or may be suffered by, accrue against, be charged to, or be recoverable by reason of any loss or damage to property or injuries or death of any person arising from the Article that is the subject of these terms and conditions.

XII. **Rejection of Amendments / Additions.** Any quote or offer that incorporates by reference these Terms and Conditions expressly limits acceptance only to the exact Terms and Conditions of sale offered by AIMS. By sending a purchase order referencing an AIMS quote or in response to an offer, Customer is accepting the terms and conditions of the AIMS offer. If an acceptance states terms or conditions additional to or different from those offered, then this document serves as a notice of objection to any such additional or different terms and/or conditions. No amendments or additions to these terms and conditions will be accepted unless they are in writing and signed by both AIMS and the Customer.