



TERMS AND CONDITIONS Rev J

Minimum Order/Tolerances: US\$180.00 total order; US\$150 per line item. If ordered parts are less than US\$180.00 total, a processing fee will be charged bringing the total order to the US\$180.00 amount. Made to Order materials – such as tapes, fabrics, etc. – are subject to +/- 10% variance in quantity shipped.

Quotes, Orders and Shipping: Quotes are valid for a period of 30 days. Any price quotes or similar information provided by us are provided as a courtesy to you and shall not be binding commitments to sell any particular product to you or any third party; further, we reserve the right to cancel quotes and orders in the event that, in our sole discretion, the contemplated transaction would violate any applicable law. Quoted delivery dates reflect the date your order will ship from our facility.

All purchase orders from you are subject to written acceptance by us. If you cancel an order for any reason other than receipt of a defective part, a 10% fee is charged for any credit card refund; if you wish to maintain the credit with us, no fee will be charge. If an order for a made-to-order part (meaning it was manufactured specifically to satisfy your order) is cancelled prior to shipment, no refund will be offered if the cancellation follows our Sales Order Confirmation (as that indicates manufacturing has begun.) Stock is subject to availability at time of purchase. Certificate of conformance to national stock number and/or part number will accompany shipments. We do not issue FAA Form 8130 or have PMA approvals. All orders are shipped as soon as reasonably possible based upon work days quoted or listed. For information on order status, contact Customer Service (cs@e-aircraftsupply.com).

Freight: Freight charges are FOB Pasadena, CA (our facility) unless otherwise stated, and borne by Customer (customer freight account number, freight collect or prepaid and added to invoice).

Taxes and Duties: Any and all taxes, dues, hazmat fees, import duties, etc., shall be borne by the Customer.

Payment Terms: Credit Card for first-time buyers and foreign customers. Net 30 days (pending credit approval). If you have not previously purchased from Jaco Aerospace, please include credit references and re-sale certificate (if applicable) with your purchase order. If there are any applicable clauses which may apply, please send with Purchase Order. A US\$30.00 charge applies for wire transfer payments; a 3.5% fee applies to all credit card orders.

Certification Supplied: A Jaco Certificate of Conformance accompanies all orders. Please note that we do not automatically provide Manufacturer Certificates, test reports, or other documentation reflecting the pedigree of the delivered product; because of our large inventory of both commercial and government products, we rely on our customers to request needed documents per order and to determine that the material meets your requirements. If Manufacturer or DFAR certificates are not requested at the time of order there will be a charge for those certificates (if they are available).

Returns: Returns are only allowed on items that are (1) unused, (2) in original condition and packaging, and (3) acceptable for return by our suppliers/manufacturers. No returns are allowed on modified material (such as cut tape) as that is considered “made-to-order” unless the material itself was flawed at time of delivery. Products returned for exchange must be returned postage paid, in delivered condition, in original packing, and with all provided documentation. For products that are authorized for return, a restocking fee up to 100% of the invoice price will be charged or deducted from the credit or refund on all returns, except when the product is non-functional. No returns will be accepted without a Return Material Authorization (RMA) number issued by Jaco Aerospace. RMA’s must be requested within seven work days of receipt of material. RMA’s requested after that week will not be approved for return. Once the RMA # is provided, the product(s) in question must be received by Jaco Aerospace within one calendar week. Credit card refunds will be processed within 14 days of our receiving RMA returned product. Special order, custom items and shelf life restricted items may not be returned unless pre-approved by us. Please contact us to request your RMA by emailing accounting@e-aircraftsupply.com.

Any New Surplus (NS), Serviceable (SV), Used, and Overhauled Condition (OHC) parts are considered Non-Cancelable, Non-Refundable (NCNR), unless prior agreement is obtained.



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Shelf Life Material: All material chemicals, adhesives, tapes etc. that have shelf life will be provided to the Customer with the newest available stock. If you have a specific shelf life requirement, you must specify that requirement on your Purchase Order. Returns will not be accepted for not meeting shelf life requirements if that requirement is not clearly specified on your Purchase Order.

Warranty: Jaco Aerospace warrants that the articles supplied hereunder, are free from defects in material and workmanship; that all items will conform to applicable specifications and drawings. This warranty applies to the original purchaser. Any defective article must be returned with a prior authorized RMA to Jaco Aerospace's facilities at 2075 N. Fair Oaks Ave., Pasadena, CA 91103, USA, within seven work days after date of shipment from Jaco Aerospace. The extent of the obligation of Jaco Aerospace under the foregoing warranty is expressly limited to the replacement of any defective article, and, in no event shall Jaco Aerospace be liable for consequential damages. The Customer shall notify Jaco Aerospace in writing within seven work days after discovery of any defect, detected during the warranty period. Shipping any defective goods to Jaco Aerospace will be at Customer's cost.

Consequential: Notwithstanding any other provisions in the Contract to the contrary, Jaco Aerospace shall not be liable for any consequential or incidental damages, however occasioned, including, without limitation, any losses, liabilities or damages resulting from the customer's general or particular requirements or needs, whether Jaco Aerospace at the time of contracting or later had reason to know of any such requirements or needs. Notwithstanding any other provisions in the Contract to the contrary, Jaco Aerospace shall not be liable for any injury to any person or property resulting directly or indirectly, from any breach of warranty (express or implied), for punitive damages, or for any damages in respect of loss of anticipatory profits.

Munitions and Commerce Controlled Lists: Unless otherwise noted, this sale, order or quote may include Munitions List Items (MLI) or Commerce Controlled List Items (CCLI). MLI/CCLI property is controlled by the U.S. Government and in many cases, cannot be transferred (exported, sold or given) to a foreign country, a non U.S. Citizen/National or a non-Permanent U.S. Resident without a valid State/Commerce Department export authorization. It is the responsibility of you (the purchaser) to determine what the applicable requirements may be and to obtain all necessary authorizations, licenses or approvals. The use, disposition, export and re-export of the property covered or included in this sale, order or quote is subject to the provisions of law referenced in End-Use Certificate DLA Form 1822, DEC 2001, including, but not limited to, the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App. 2401 et seq.) as contained under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.).

By accepting delivery of this material, you (the purchaser) hereby represent and warrant that you are not an embassy or any agency or subdivision of a foreign government. If you are an embassy or agency or subdivision of a foreign government, you must provide to us (the seller) a copy of the State/Commerce Department export license or license number which allows you to receive and export the material that is the subject of this sale.