

Jaco Aerospace Inc.'s Terms and Conditions

Minimum Order/Tolerances: US\$300.00 total order; US\$300 per line item. Made-to-order materials are subject to a +/- 10% variance in quantity shipped.

Quotes, Orders, and Shipping: Quotes are valid for 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 product to you or any third party; further, we reserve the right to cancel quotes and orders if, 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.

On-Time Delivery: Jaco Aerospace Inc. is committed to delivering products on or before the customer's requested due date, provided that this date aligns with the lead time given by Jaco Aerospace Inc. If delays occur due to customer actions, a revised due date will be established that reflects a realistic delivery timeline based on Jaco Aerospace Inc.'s original quotation.

Jaco Aerospace Inc. is not responsible for delays caused by U.S. or international customs or delays resulting from international holidays. For orders containing multiple items or release dates, on-time delivery will be assessed at the line level, and in these cases, delivery will still be considered on time.

Ship Date Policy: Unless explicitly specified otherwise by the customer, Jaco Aerospace Inc. will ship materials immediately upon availability. Jaco Aerospace Inc.'s quotations include an estimated lead time range; however, if materials become available before the quoted lead time, Jaco Aerospace Inc. reserves the right to ship them earlier. This policy ensures timely delivery and efficient processing, aligning with Jaco Aerospace Inc.'s commitment to customer satisfaction and operational efficiency.

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 charged. Made-to-order parts (meaning they were manufactured specifically to satisfy your order) are canceled before 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 the time of purchase. A certificate of conformance to the 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 on the workdays quoted or listed. For information on order status, contact Customer Service (cs@e-aircraftsupply.com).

Freight: Freight charges are ex-Works Valencia, CA (our facility) unless otherwise agreed to and signed by both the Customer and Seller per the form linked [here](#) (customer freight account number, freight collected or prepaid and added to invoice).

Taxes and Duties: The customer shall bear all taxes, dues, hazmat fees, import duties, etc.

Payment Terms: Payment via Credit Card is required for first-time buyers and foreign customers. Established customers may be offered terms pending credit approval. New customers must include credit references and a resale certificate (if applicable) with their purchase order. Any applicable clauses should be included with the Purchase Order. A US\$30.00 charge applies to wire transfer payments, and a 3.5% fee applies to all credit card transactions. Delays caused by the customer, such as past-due payments (credit hold) or pending shipping instructions, will result in the invoice being dated from when the material is ready to ship.

All incoming payments must be made in US dollars. If a payment is made in a currency other than US dollars and the amount is less than the total order value, the payment will not be processed until the full amount equivalent to the order total in US dollars is received. Additionally, any overpayments made in non-US currencies will not be eligible for a refund.

Certification Supplied: A Jaco Aerospace Inc. 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 extensive 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).

Uncollected Material: Materials not collected, or if the customer fails to respond to Jaco Aerospace Inc. within 30 days of initial notification, they will be considered abandoned. Customers are responsible for the cost of disposing of hazardous materials. Jaco Aerospace may ship abandoned materials to the customer (with billed shipping costs) or move them into inventory for resale. Reasonable efforts will be made to contact the customer before deeming materials abandoned. Jaco Aerospace Inc. is not liable for any loss or damage once the materials are considered abandoned, and customers forfeit any claims to them after 30 days.

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), which is considered "made-to-order" unless the material was flawed at delivery time. Products for exchange must be returned at the customer's expense in delivered condition, in the original packing, and with all provided documentation. For products authorized for return, a restocking fee of 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 Jaco Aerospace Inc. issuing a Return Material Authorization (RMA) number.

RMA's must be requested within seven working days of receipt of the material. RMAs requested after that week will not be approved for return. Once the RMA # is provided, Jaco Aerospace Inc. must receive the product(s) in question within one calendar week. Credit card refunds will be processed within 14 days of receiving RMA returned product.

Special orders, custom items, and shelf-life-restricted items may not be returned unless we pre-approve. Please email quality@e-aircraftsupply.com and accounting@e-aircraftsupply.com to request your RMA.

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

Shelf-Life Material: *All materials with a defined shelf-life are managed and shipped on a First-In-First-Out (FIFO) basis to ensure optimal freshness and usability. While we strive to provide the newest materials, inventory management and demand may affect availability. We will not ship any material with less than one (1) month of remaining shelf-life without prior written approval from the customer. If the remaining shelf-life of any material is less than one (1) month at the time of shipment, we will notify the customer and obtain written approval before proceeding.*

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 defined in your Purchase Order.

Warranty: Jaco Aerospace Inc. warrants that the articles supplied hereunder are free from defects in material and workmanship and 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 Inc.'s facilities at 28358 Constellation Rd., Unit 610, Valencia, CA, 91355, USA, within seven workdays after the date of shipment from Jaco Aerospace Inc. The extent of the obligation of Jaco Aerospace Inc. under the foregoing warranty is expressly limited to the replacement of any defective article, and, in no event shall Jaco Aerospace Inc. be liable for consequential damages. The Customer shall notify Jaco Aerospace Inc. in writing within seven workdays after discovering any defect detected during the warranty period. Shipping any defective goods to Jaco Aerospace Inc. will be at the Customer's cost.

Consequential: Notwithstanding any other provisions in the Contract to the contrary, Jaco Aerospace Inc. 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 requirements or needs, whether Jaco Aerospace Inc. 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 Inc. 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 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). The U.S. Government controls MLI/CCLI property and, in many cases, cannot be transferred (exported, sold, or given) to a foreign country, a non-U.S. Citizen/National, or a 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.).

Other Special Terms and Flow-Down Clauses: The Customer shall be solely responsible for identifying, communicating, and flowing down to Jaco Aerospace Inc. all applicable requirements derived from the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), or any other regulatory, statutory, or contractual source applicable to the procurement. This includes but is not limited to mandatory flow-down clauses required under FAR and DFARS for subcontractors and suppliers. Suppose any part of the Customer's order contains or involves Controlled Unclassified Information (CUI). In that case, it is the sole responsibility of the Customer to (i) identify such information in writing, (ii) notify Jaco Aerospace Inc. in advance of any exchange or transmission of CUI, and (iii) ensure proper handling, safeguarding, and marking of the CUI per applicable laws, including DFARS 252.204-7012 and NIST SP 800-171 requirements.

If the Customer fails to properly flow down such requirements or notify Jaco Aerospace Inc. of any CUI-related obligations, and such failure results in non-compliance, breach, or liability under any applicable law, regulation, or prime contract, the Customer shall bear full legal responsibility. The Customer agrees to indemnify, defend, and hold Jaco Aerospace Inc. and its past and present officers, directors, shareholders, board members, managers, partners, employees, affiliates, attorneys, agents, and representatives harmless from and against any claims, losses, damages, penalties, or costs (including reasonable attorney's fees) arising from or related to the Customer's failure to fulfill its flow-down and disclosure obligations.

By accepting delivery of this material, you (the purchaser) hereby represent and warrant that you are not an embassy, agency, or subdivision of a foreign government. Suppose you are an embassy agency or subdivision of a foreign government. In that case, you must provide 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.