



AVIATION PROCUREMENT SYSTEMS

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COMPLETION, ACCEPTANCE, AND WARRANTY TERMS & CONDITIONS

THESE TERMS AND CONDITIONS APPLY TO ALL CONTRACTUAL DOCUMENTS FOR PURCHASE, ALSO KNOWN AS A PURCHASE ORDER, ISSUED TO AVIATION PROCUREMENT SYSTEMS (HEREINAFTER, "APS"), UNLESS EXPLICITLY ADDED TO, MODIFIED, SUPERCEDED, OR OTHERWISE ALTERED BY THE CONTRACTUAL DOCUMENT AND/OR PURCHASE ORDER ITSELF AND AGREED TO, IN WRITING, BY AN AUTHORIZED REPRESENTATIVE OF APS.

SECTION A DEFINITIONS

The following definitions apply unless otherwise specifically stated:

- A-1 "Buyer": The legal entity issuing a Purchase Order or Contract for Work or Purchase to APS
- A-2 "Purchasing Representative": Buyer's authorized representative
- A-3 "Seller": Aviation Procurement Systems ("APS")
- A-4 "Order": Buyer's contractual purchase order which incorporate these terms and Conditions regarding completion, acceptance and warranty
- A-5 "Goods": The articles, materials or services being purchase from Seller by Buyer via its Order
- A-6 "Warranty": An offer to repair or replace an item or service by the manufacturer or original equipment manufacturer (OEM) during a limited period and limited to specific use or condition.

B - APPLICABLE CLAUSES

B-1 COMPLETION:

For calculation of the warranty period, an order is considered completed when the Seller notifies Buyer or purchasing representative that the goods are available for shipping, transfer, and/or pickup by the Buyer's agent, freight forwarder, assigned entity or authorized person(s). This will be the date when the warranty period commences, unless otherwise explicitly stated and agreed to in writing by both parties.

B-2 ACCEPTANCE:

For calculation of the warranty period, goods shall be considered accepted by the Buyer upon notification that goods are available for shipping, transfer, and or pickup by the Buyer's agent, freight forwarder, assigned entity, or authorized person(s) unless Buyer or purchasing representative explicitly denies acceptance within five (5) days of notification from Seller.

B-3 WARRANTY:

The period of all warranties, express or implied, from Seller, manufacturers, suppliers, MRO facilities, and/or other providers of any tier shall commence from the date of completion of the order, that is the date upon which Seller notifies Buyer or purchasing representative that the goods are available for shipping, transfer, and or pickup by the Buyer's agent, freight forwarder, assigned entity, or authorized person(s).