



TERMS AND CONDITIONS

Sorkness Aviation, Inc. makes every effort to provide you with the best service possible. In order to do this we must impose some rules to protect both yours and our interests. If you are considering purchasing, selling or overhauling parts for us, please read the terms and conditions below.

Terms and Conditions of Sale

Parts sold in "As Removed" or "Repairable" condition cannot be returned if the purchase price is \$500.00 US dollars or less. Parts may not be returned without Sorkness Aviation written approval on a Return Material Authorization (RMA). Parts must be returned with all original documents provided at the time of sale within 30 calendar days from date of sale. In all instances, parts returned to our facility without original documentation shall be rejected and the terms of the original sale enforced. We will charge 1.5% per month interest (18% annual) for all unpaid invoices beyond the terms set on the original invoice. The buyer agrees that the state and federal courts will have exclusive jurisdiction over any disputes. In a dispute the prevailing party shall be entitled to collect its costs and reasonable attorney's fees.

Terms and Conditions of Repair Order

Acceptance of this contract constitutes implied acceptance of the following terms and conditions: FAA and JAA Approval for the scope of work has been obtained and FAA Air Agency Certificates and JAA FAR-145 Air Agency Certificates shall be provided upon request. All maintenance must be performed in accordance with FAA accepted and/or approved data. All inspected/repared/overhauled items must be approved for return to service on an FAA Form 8130-3 completed in accordance with FAA Order 8130.21.

A description of work must be provided either on the FAA Form 8130-3 (Block 13) or on a Teardown/Work Order Report describing the condition of the item upon receipt, work performed, parts replaced, and inspection acceptance. No DER approved repairs shall be performed unless explicitly stated. Supplier shall maintain integrity and shall not provide an exchange for the item subcontracted without explicit written approval.

Terms and Conditions of Purchase

The condition of each part purchased or sold by Sorkness Aviation, Inc. shall be stated on documentation required to accompany the part. The required documents shall attest to the part's identification and condition and are indicated, by part condition, below. This agreement constitutes an agreement between the parties and no statement or promise not contained herein shall be binding or valid.

New parts (new or unused new surplus), as a minimum, must be accompanied by documentation attesting to the part's traceability and condition in the form of:

All Sources: Invoice or Letter of Consignment or some other document indicating transfer of ownership and/or right to sell.

Original Equipment Manufacturer (OEM): Material Certificate or Packing List or Invoice or some other document indicating condition of part.

Operator (Part 121/129/125/135 or Foreign): Material Certificate or Packing List or Invoice or some other document indicating condition of part.

Repair Station (FAR 145): Material Certificate or Packing List or Invoice or some other document indicating condition of part OR Original FAA Form 8130-3 indicating condition of part and that record of traceability is on file.

Broker: Material Certificate indicating part condition, last certifying agency, and traceability as to where stock was obtained (Source) PLUS all documents of the broker's source back to last regulated source.

Serviceable Parts:

Serviceable parts (overhauled, repaired, etc), as a minimum, must be accompanied by documentation attesting to the part's traceability and condition in the form of:

All Sources: A similarly worded statement certifying that the part has not been removed from an aircraft or engine that was subjected to extreme stress or heat (as in a major engine failure, accident, or fire), obtained from government or military sources, or immersed in salt water shall be provided AND Document relating to the "Cradle to Grave" history (engine records, install/removal records, time since new, cycles since new, etc.) shall be provided on all life limited parts AND Traceability to an Engine or Engine Module, by serial number, shall be required for power plant parts including a statement attesting to the completion of an Airworthiness Directive

(AD) when represented as having been performed. In addition, an Invoice or Letter of Consignment or some other document indicating transfer of ownership and/or right to sell.

Operator (Part 121/129/125/135/or Foreign): Original or true certified copy of FAA Form 8130-3 or JAA Form 1 with signature and FAA/JAA dual release OR Some form of a signed maintenance release made in accordance with FAR 43.9 indicating condition.

Repair Station (FAR 145): A signed Original FAA Form 8130-3 indicating condition with FAA/JAA dual release and a description of work performed, condition upon receipt on FAA 8130 or Teardown report.

Broker: Material Certificate indicating part condition, last certifying agency, and traceability as to where stock was obtained PLUS all documents required of the broker's Source back to the last regulated source.

Repairable Parts:

Repairable parts (or "as removed"), as a minimum, must be accompanied by documentation attesting to the part's traceability and condition in the form of:

All Sources: See section for All Sources under Serviceable Parts (above).

Operator (Part 121/129/125/135/Foreign): Material Certificate or Packing List or Repairable tag or Unserviceable Tag indicating condition.

Repair Station (FAR 145): A Material Cert or Repairable tag or Unserviceable Tag indicating condition.

Broker: Material Certificate indicating part condition and traceability as to where stock was obtained PLUS all documents required of the broker's source back to the last regulated source.

Terms and Conditions of Exchange

1. Purchaser agrees to return a core exchange unit within 14 days calendar days. Material certificate, FAA Form 8130-3 (or equivalent) and full traceability to last FAA certificated source on core exchange unit.

A. If a Purchaser requires more than 15 days to return a core exchange unit, Purchaser shall pay Supplier the exchange fee as stated above.

B. If a Purchaser requires more than 30 days to return a core exchange unit, Purchaser shall pay Supplier the outright sales price as stated above in addition to the exchange fee stated above.

C. If Purchaser decides to convert the core exchange unit into an outright purchase, the Purchaser shall pay Supplier the exchange fee AND the outright sales prices as stated above.

2. Purchaser agrees to pay Supplier for the overhaul and/or repair of the core exchange unit. Supplier overhauls and/or repairs are performed in accordance with standards established by the Manufacturer's Overhaul Manual and FAA approved processes by certificated repair agencies.

A. Further, Purchaser agrees to pay Supplier for the modification costs to incorporate Service Bulletins required to build the core exchange unit to a level equivalent to the unit provided by Supplier.

B. If core exchange unit is deemed "Beyond Economical Repair" by Seller, Purchaser agrees to pay Supplier all fees and costs resulting from the evaluation of the core exchange unit and shall pay Supplier the outright sales price as stated above.

3. Purchaser shall pay all freight costs.

4. Purchaser shall be liable for loss, damage, or expense directly or indirectly arising from the shipment, installation, misuse, or handling of the core exchange unit.

5. Purchaser agrees to the following if Supplier's exchange unit is returned.

A. If unit is returned unused within 15 days, Supplier shall credit Purchaser the exchange fee less 50% as stated above for restocking. Purchaser shall also pay Supplier for a bench test and inspection fee, including all freight charges.

B. If unit is returned unused after 15 days, Purchaser is not credited any amount and shall be assessed the exchange fee as stated above. Purchase shall also pay Supplier for a bench test and inspection fee, including all freight charges.

C. If unit is returned because exchange unit failed upon installation, Supplier shall credit Purchaser the entire exchange fee. Purchaser shall pay Supplier for a bench test and inspection fee only if the bench test and inspection indicate no fault on exchange unit.