



## **SOUTHERN CROSS** AVIATION

# Customer Terms and Conditions

The following Customer Terms and Conditions (CTC) apply to all sales of products or service from Southern Cross Aviation, LLC (SCA) to Customer, unless otherwise specifically agreed to in writing by an authorized representative of SCA. A Sales Order Acknowledgement does not immediately presume SCA's acceptance of alternate Terms and Conditions. SCA reserves the right to approve, amend, or object to any different or additional terms and conditions presented by the Customer in its purchase order.

### **PRICING:**

- ALL PRICES AND DELIVERY TIMES QUOTED ARE SUBJECT TO CHANGE AT ANY TIME DUE TO SUPPLIERS OR MANUFACTURER'S CHANGES.
- Exchange prices are based on a standard overhaul cost. Above and beyond charges will be billed to the Customer separately.
- All sales are EX-works (Incoterms 2020) MFR or SCA unless otherwise negotiated.
- Prices are in U.S. Dollars and are subject to price adjustment necessary to allow SCA's compliance to any act of government.
- Unless the Customer furnishes a tax exemption certificate, Customer is responsible for any tax or governmental charge.

### **CUSTOMER ACCOUNTS**

- Unless Credit Terms have been extended to the Customer, payment is due at time of order. If C.O.D. requested, C.O.D. shipment must be approved the SCA team before a shipment will be released.
- SCA reserves the right to modify or withdraw credit terms at any time without notice. SCA also reserves the right to require guarantees, security, or payment in advance.
- Non-stock or special ordered items are NCNR (Non-Cancelable/Non-Returnable). SCA reserves the right to require a prepaid deposit subject to credit approval.
- Cancellations by Customer must be submitted in writing to SCA. At SCA's discretion, a cancellation/termination fee may be applied to any order where material ordered is not a normally held stock item.
- Documentation of Customer identification is required within 5 days of request.
  - Failure to provide requested documentation will result in Customer's account being placed "ON HOLD," and all open orders HELD until issue is cleared, regardless of their urgency status.
- SCA reserves the right to re-allocate any stock material when Customer's Account is placed "ON-HOLD."



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- SCA is not responsible for any “promised” due dates when Customer’s Account is “ON-HOLD.” When a HOLD is lifted, SCA will advise of the current available due dates for any open Purchase Orders on Customer’s account. Customer agrees to accept the new dates as if the “Original” due dates, and SCA will not be considered late on delivery.
- END-USER statements, when requested, are required to be returned to SCA no later than 5 days after being sent to Customer for completion.
  - Failure to provide a completed End-User statement will result in order being placed “ON-HOLD.”
  - Orders where no End-User statement is provided within 30 days of request will result in Cancellation of Order at no liability or cost to SCA and may impact future orders by Customer.

### **SHIPMENT TERMS**

- Upon shipment or customer pick up, title of material passes at the same time as risk of loss in accordance with Incoterm specified in Pricing section.
- The Customer is responsible for inspection material at time of receipt. Any discrepancies should be reported to SCA within 15 days. Upon review and confirmation of reported discrepancy, SCA reserves the right to decide the best method of remedy, including but not limited to replacement, credit, etc.
- SCA provides shipping dates to the best of its ability based on existing conditions at the time the order is placed. While SCA always attempts to ship by promised dates, SCA shall not be responsible for any delay or damage due to missing shipping date. Every effort will be made to notify customers of any delays in shipping dates when SCA itself is informed.
- Material will be packed and packaged in accordance with reasonable “Best Commercial Practices” for one-way shipment by air and/or surface transportation. Should a customer request specific packaging such as ATA, this must be included in the Purchase Order. Additional charges for other than “Best Commercial Practice” will be determined at time of request added to invoice.

### **AIRWORTHINESS**

- PURSUANT TO 14 CFR PART 39, THE OWNER OR OPERATOR OF AN AIRCRAFT IS RESPONSIBLE FOR MAINTAINING THAT AIRCRAFT IN AIRWORTHY CONDITION, INCLUDING COMPLIANCE WITH AIRWORTHINESS DIRECTIVES (ADs). SCA does not assume any duty or responsibility regarding airworthiness for any part purchased.
- SCA does not guarantee the applicability of any product or part. It is the Customer’s responsibility to ensure that any part or alternate part is adequate to application.



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- While SCA may choose to assist a customer with AD assistance, this shall be considered an accommodation and SCA does not assume any liability or responsibility for any AD compliance.

### **DOCUMENTATION/TRACEABILITY/SHELF-LIFE**

- SCA, depending on product, supplies 8130-3 form and/or Manufacturer C of C will all NEW, OVERHAULED or REPAIRED parts.
- New Surplus material may or may not have an associated 8130-3 form or Manufacturer's Certificate of Compliance. All New Surplus material is sold "As-Is." Customer assumes all responsibility for the airworthiness of any New Surplus material. Furthermore, SCA does not guarantee material in any manner, written or implied.
- SCA does not guarantee a minimum shelf-life on shelf-life material. If a minimum shelf-life percentage is required, Customer must clearly notate on the Purchase Order.
  - A Sales Order Acknowledgement does not guarantee acceptance of shelf-life remaining life request.
  - Should SCA be unable to supply requested percentage of remaining shelf-life, Customer will be notified prior to shipment to either:
    - Accept material with remaining shelf-life SCA is able to supply.
    - Cancel item if remaining shelf-life is unacceptable.
  - Purchase orders without a remaining shelf-life notation will be deemed to have no requirements and SCA is not responsible for any shelf-life requirement. A 20% restocking fee may be applied to any order returned due to shelf-life where no notification was supplied and acknowledged by SCA.
  - Purchase Orders, with shelf-life requirement, where Customer was notified of a discrepancy, are required to be amended either by modified Purchase Order or Email from Authorized Representative of Customer as acceptance within 7 days of notification. If Customer fails to provide modified Purchase Order or email with acceptance, SCA will consider material to be unacceptable and said item may be cancelled from Purchase Order without further notice. SCA does not assume any liability for failure to provide said material, nor will it be considered a breach of order.
  - If other items are present on Purchase Order, a cancellation of a shelf-life item, whether by SCA or Customer, does not affect other items, unless expressly accepted by both parties in writing.
- Requests for FULL TRACE (from birth to present) or Test Reports must be made in writing and approved by the Salesperson prior to any purchase order being issued to SCA. Approval from SCA Salesperson must accompany Purchase Order.
- Any special requests to the data or information required for an order should be presented at time of Purchase. Should any changes be required to the data or information required after Purchase Order confirmed, Customer shall notify SCA in writing immediately, but no less than



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two days prior to scheduled shipment. SCA will not change any documentation to include data or information not requested once material has been shipped.

### **RETURNS**

- Parts (see exceptions) may be returned within 30 days AFTER obtaining WRITTEN AUTHORIZATION from SCA in the form of an RMA and are subject to a 20% Re-stocking Charge.
- Exceptions:
  - Life-limited items may be returned within 7 days of receipt by customer AFTER obtaining WRITTEN AUTHORIZATION from SCA in the form of an RMA and are subject to a 20% Re-stocking Charge. SCA reserves the right not to accept Life-limited items as a return.
  - Special ordered items are non-cancellable and non-refundable. NO RMA will be issued, nor any return accepted for these type products. SCA reserves the right to accept such returns in special circumstances solely on its own discretion.
  - Items stored in containers that are dented, but NOT leaking, are not a valid reason for a return. SCA considers such items non-returnable, reserves the right to accept such returns in special circumstances solely at its own discretion.
- Exchange Sales require return of core within 25 days of original sale. - Return cores must be same P/N and manufacturer as quoted and must be delivered to SCA free and clear of freight charges and customs fees. Should longer than 25 days be required, please contact Sales to make special arrangements.

### **WARRANTY**

- All material supplied by SCA is solely in its' capacity as a Distributor.
- Warranty terms are provided by the manufacturer and/or repair facility of the purchased material.
- SCA makes no warranties on its own behalf whether express, implied, or statutory, including but limited to, any warranty of merchantability, fitness for a specified purpose, course of dealing, course of performance or usage in a trade.

### **U.S. AND INTERNATIONAL TRADE CONTROL LAWS AND REGULATIONS:**

- Customer will comply with all applicable import, export and sanctions statutes, laws, regulations, and guidelines of the United States and of any jurisdiction in which Customer does business, and with all applicable export and import licenses and their provisos.
- Customer shall not make any dispositions, re-exports or diversion of the products purchased from SCA except as expressly permitted but United States laws. Customer will not export, re-export or transfer parts and/or technology quoted by and/or purchased from Southern Cross



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Aviation, LLC to proscribed countries in 22 CFR 126.1 or Office of Foreign Asset Controls sanctioned/ embargoed countries unless otherwise authorized by the US Government.

- The use, disposition, export, re-export, or transfer of the items covered or included in the sale, order, or quote is/are subject, but not limited, to the Arms Export Control Act (AECA), Export Administration Act (EAA), International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and/or Office of Foreign Asset Control (OFAC) Regulations.
- Customer is aware that none of the parts is intended for, or will be provided to support, the end users or end-uses: Military or defense end-users such as national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence, or reconnaissance organizations; Military or defense application or end-uses by anyone (including incorporation into, or use in the development, production or maintenance of, military items).
- Any trade data exchanged or obtained is for reference only and is not to be used for conducting Customs business as defined under 19 CFR Part 111. This data, if made available by SCA, is for informational purposes only. It may not reflect the most current legal developments, and SCA does not represent, warrant, or guarantee that it is complete, accurate or up to date. This information is subject to change without notice. The information is not intended to constitute legal advice.
- Customer is responsible for adherence to regulations of export transactions from the United States that are routed export transactions are as defined in the U.S. Export Administrations Regulations, 15 C.F.R § 772.1 and Federal Trade Regulations, 15 C.F.R. § 30.1(c).
- Copies of U.S. Agent Power of Attorney or other forms of written authorization to Customer's U.S. Agent, shall be supplied to SCA, upon request, in accordance with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i).
- As a term of sale, Customer is required to instruct their U.S. Agent to provide SCA with a copy of the AES (Automated Export System) transaction and Airwaybill within 5 days of export to [awb@scross.com](mailto:awb@scross.com).
- SCA will provide necessary electronic export information (EEI) to Customer's U.S. Agent as required under 15 C.F.R. § 30.3(e)(1) to complete the AES filing.
- Customer agrees that SCA may ask periodically of refresh of information on End-Use Statement. The client recognizes and agrees that this due diligence is necessary for SCA to assess the compliance level of the envisaged transactions described in the present document and that SCA may decide to decline the orders.

### **FORCE MAJEURE**

- SCA shall not be liable for any failure to perform its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Customer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond SCA's reasonable control.