



**Five Star Aviation**  
Legal Policy

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**TERMS AND CONDITIONS OF SALES ORDER**  
**REVISED 11/18/2010**

**ACCEPTANCE AND ACKNOWLEDGEMENT**

Any performance on the sales order (hereinafter referred to as S.O.) is deemed an acceptance, without exception, of the terms and conditions set forth on the face of the sales order and in these terms and conditions. Upon your request, we will acknowledge receipt of hard copy purchase orders, and their acceptance or denial, via fax within (1) working day.

**S.O. MINIMUMS**

Unless other terms have been agreed, minimum orders are \$50 per domestic S.O. and \$100 per international S.O.

**PRICING**

Every effort will be made to maintain the quoted prices and will be valid for thirty (30) days; however, prices are subject to change (without notice) due to changes in costs of material and/or manufacturing services. If any change occurs in pricing, you will be notified before your S.O. is shipped, and given the opportunity to cancel your S.O.

**AS REMOVED / REPAIRABLE S.O. TERMS**

As removed and repairable (AR, RP) products are sold based on such part(s) requiring a overhaul/repair, if such part(s) is/are determined to beyond economical repair (B.E.R.) then it can be returned for a full refund within thirty (30) days from the date of sale, unless otherwise stated in writing. Such part must have a copy of a work order from an FAA approved repair station stating that it is beyond economical repair (B.E.R.). A Return Material Authorization (RMA) number must also be obtained from Five Star Aviation before return of part.

**CERTIFICATION**

Five Star Aviation maintains complete traceability on all commercial items. If a copy of the manufacturer's certification is required, this must be stipulated on your purchase order. FAA 8130-3 forms are issued with overhauled, serviceable or new parts unless otherwise noted.

**DELIVERY**

The majority of items we offer are in stock. Stocked items will be shipped the same day unless delayed delivery is requested. If we are temporarily out of stock, you will be notified and a lead time will be provided for the back-ordered item. All S.O. will be shipped F.O.B. origin via the arrangements that have been made. Five Star Aviation will not be liable for any S.O. which the buyer has refused insurance.

**PACKAGING**

Special package markings (custom labeling) will be agreed upon at the time your account is established, with any exceptions noted clearly on the purchase order. Please contact your sales representative to arrange for custom labeling. If custom labeling is not requested, parts will be shipped with our standard label.

**SHIPPING DAMAGE**

Damage due to shipping must be reported to Five Star Aviation within forty-eight (48) hours of receipt and claimed with the appropriate freight company, any notice after this allowed time, will be subject to Five Star Aviation's discretion. Five Star Aviation will not be liable for, including but not limited to, damage due to the freight company's neglect, lost shipment, or delays.

**RETURN POLICY**

Under certain conditions, shipments of parts regularly carried in stock may be returned. Please contact your sales representative for a Return Material Authorization (RMA) number within thirty (30) days of invoice date. Customers who do not obtain an RMA will be responsible for any excess cost incurred. Parts must be returned in the original Five Star Aviation packaging and with the original traceability paperwork provided. All items approved for return are subject to a restocking fee of twenty percent (20%) and possible re-certification fee. All freight charges are non-refundable. No material will be accepted after a period of thirty (30) days. All shipping charges, involved in returning a unit, including but not limited to freight, customers, duties, and taxes must be prepared by the shipper. Failure to do so may result in refusal of the shipment at the Buyers expense.

**WARRANTY**

New, overhauled or serviceable parts supplied by Five Star Aviation are warranted to be free from defects in material and workmanship at the time of delivery. Warranty consideration is valid for twelve (12) months for overhauled parts and six (6) months for serviceable/repared parts from the tag date of the part.



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### **PAYMENT TERMS**

Shipments to customers, who have not established credit terms will be made on a C.O.D. basis, charged to a credit card (VISA, MasterCard or American Express only) or wire transfer. Bank transfer information is available upon request. Invoices will be faxed at the time of shipment. Payments from customers who have been given open terms should be mailed to the address showed on the invoice within thirty (30) days of receipt or else such payments will be subject to an interest charge of 1.5% per month until paid and any collections costs or fees incurred (unless special terms were arranged). Accounts with unpaid balances over sixty (60) days will be placed on credit hold. Five Star Aviation reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice, and to require guaranteed security or payment in advance for the amount of the S.O.

### **CREDIT APPLICATION**

Customers that wish to pay on credit terms but have not established credit with Five Star Aviation must fill out and sign an "Application for Credit" form, and then fax the completed form to (904) 829-3606 or email directly to Terry McCarty – [terry@fivestaravelation.net](mailto:terry@fivestaravelation.net). The application will be reviewed and the customer will be notified of possible credit terms.

### **TAXES**

Buyer agrees to pay any taxes imposed by law on the account of the goods and services ordered hereunder.

## **PURCHASING TERMS & CONDITIONS EFFECTIVE: 11/18/2010**

### **ACCEPTANCE AND ACKNOWLEDGEMENT**

Any performance on the purchase order (hereinafter referred to as P.O.) is deemed an acceptance, without exception, of the terms and conditions set forth on the face of the P.O. and in these terms and conditions.

### **CHANGES**

Five Star Aviation may at any time make changes within the general scope of the P.O. and Seller shall comply therewith. Except as expressly provided for elsewhere, Five Star Aviation and Seller agree that there shall be no adjustment in unit price of delivery schedule without a written change order to the P.O.

### **INVOICES**

Seller will send a separate invoice and shipping notice for each shipment. Each invoice must show Five Star Aviation P.O. number, part numbers, unit prices, and quantities shipped. Delays in receiving invoices, errors or omissions on invoice, or lack of supporting documentation required by the terms of this P.O. will be cause for withholding settlement without losing discount privilege.

### **PACKAGING**

No charges shall be allowed for boxing, crating, or packing unless provisions are agreed to in writing. All goods must be packed appropriately to arrive at destination without damage or as otherwise noted on the P.O.

### **RECEIVING INSPECTION**

All goods received by Five Star Aviation will be subject to inspection, test, and rejection. If goods received are in non-conformance to specifications, drawings, or P.O., at Five Star Aviation discretion, goods may be (1) returned at Seller's expense and all delivery charges paid by Five Star Aviation will be refunded by Seller; or (2) corrected; or (3) replaced at Seller's expense, including transportation both ways. This clause shall not affect any of the rights or liabilities of the parties under the WARRANTY clause. The aforesaid in no way relieves the seller of their responsibility to inspect and verify product in every way meets P.O., print and specification requirements.

### **RIGHT OF ENTRY**

Five Star Aviation reserves the right to verify at Seller's premises that product meets requirements. The same right is reserved for our customers and regulatory agencies as necessary and notified in writing.



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### **WARRANTY**

Seller warrants that all items delivered under this P.O. will be merchantable, free from defect in materials and workmanship, and will conform to applicable specifications and drawings. If Seller is responsible for design, Seller warrants that all items delivered under the P.O. will be free from defective design and will be fit and sufficient for all purposes for which it is designed. Five Star Aviation's approval of designs furnished by Seller shall not relieve Seller of obligations under this warranty. Seller's warranties shall run to Five Star Aviation and its customers. Without prejudice to any other remedy which Five Star Aviation may have, Seller shall be responsible for, and bear the expense of any necessary corrections due to faulty workmanship or materials, or due to faulty design unless such design was supplied by Five Star Aviation. Seller further warrants that all aircraft materials and/or components shall be furnished in compliance with all applicable Federal Aviation regulations. All inspection records will be made available to Five Star Aviation upon request. Seller further warrants that all items supplied or services performed shall be in accordance with all applicable federal, state, and local laws including environmental protection and occupational safety and health.

### **QUALITY CONTROL SYSTEM**

Seller shall provide and maintain a quality control system acceptable to Five Star Aviation for all goods covered by this P.O. Inspection records shall be maintained for a minimum of seven (7) years after delivery.

### **DELIVERY**

Shipments shall be made as specified and strictly in accordance with the delivery schedule stated in the P.O. If the Seller fails to comply with the schedule, Seller will pay the difference between the shipping method specified in this P.O. and the premium transportation rates. In the event that Seller is unable to make delivery by the date required on the P.O., Five Star Aviation reserves the right to cancel or modify this P.O.

### **INDEMNIFICATION**

Seller shall indemnify and hold harmless Five Star Aviation against any and all claims for U.S. or foreign patent, copyright or trademark infringement. Seller shall defend at Seller's expense any and all patent infringement suits or actions of law or in equity brought against Five Star Aviation and shall satisfy all judgments entered therein.

### **TAXES**

Five Star Aviation agrees to pay any taxes imposed by law for goods and services ordered hereunder.