

S3 AeroDefense, LLC	
<b>Terms &amp; Conditions of Sale For Exchange</b>	
<b>S3-FM-26</b>	
Approved by: Aksel Sidem	Page 1 of 2

**PLEASE READ THESE TERMS AND CONDITIONS OF EXCHANGE VERY CAREFULLY**

It is understood and agreed by the parties that S3 AERODEFENSE, LLC, ("Seller") conducts an exchange, solely for the purpose of facilitating a readily available material requirement for you ("Buyer"). It is neither intended for any exchange component recipient to fail to make a timely core replacement, nor to convert any exchange to an outright sale. To assure an effective exchange, Seller has certain requirements, which apply to any exchange. These terms and conditions are:

1. The Supplied Part is warranted to be an Airworthy part with traceability to a certificated source and has an 8130-3, or equivalent release-to-service documentation, approval for return to service.
2. Both an exchange price which covers the exchange transaction (flat exchange fee as well as core fee) and a repair/overhaul charge may be billed and is payable in accordance with the invoice terms.
3. A like-kind CORE, in a condition acceptable to Seller with acceptable traceability, must be received by Seller, no later than twenty-one (21) calendar days following the date Seller shipped the Exchange unit. CORE units must be accompanied by the following certification documents:
  - a. Certificate of origin showing documented trace to one of the following:
    - i. FAR 121 Operator
    - ii. FAR 129 Operator
    - iii. FAR 145 Operation
    - iv. Foreign Airline
    - v. Military Operator
    - vi. Original Equipment Manufacturer (OEM).
  - b. Non-incident statement from last operator.
  - c. Unserviceable component tags showing reason for removal.
4. If CORE is not the exact part number as the item Buyer ordered, Seller must be notified prior to the order for Seller to determine if it is an acceptable core and what, if any, supplemental charges would be assessed.
5. Upon receipt and repair/overhaul of CORE unit, Seller may bill Buyer such charges as agreed upon on exchange order.
6. In the event the CORE is deemed beyond economical repair ("BER"), Seller shall promptly notify Buyer and Buyer shall be permitted seven (7) additional days in which to return an acceptable CORE.
7. In the event no acceptable CORE has been received within the time provided per paragraph 3 and 6 above, it is understood and agreed that Seller, at its sole option, may elect to exercise one of the following alternatives:
  - a. Impose an ongoing late fee until an acceptable CORE is received.
  - b. Purchase a replacement CORE, for which Buyer will be charged the CORE cost plus 20%, together with applicable overhaul charges.
  - c. Purchase a factory new replacement unit, for which Buyer will be charged the then current OEM list price, plus 20%.

Revision Date	Revision Summary
2/05/2021	Rev 1

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8. Exchange units returned due to a confirmed failure shall be processed in accordance with the Seller's standard return authorization and warranty procedures.

Buyer agrees and warrants that title and ownership of the exchange unit provided by Seller shall remain with Seller until such time as the exchange unit s actually installed on Buyer's aircraft, at which time Seller shall lose title to the exchange unit and gain title and ownership to identical core unit removed from Buyer's aircraft on which the exchange unit is installed. Buyer agrees to perfect and deliver such title and ownership and return core unit to Seller as prescribed by this exchange agreement.

Buyer hereby agrees to accept all of Seller's terms and conditions of this exchange transaction, notwithstanding any other statements or conditions to the contrary on any of the Buyer's purchase orders or other documents. Buyer further agrees to make prompt payments in accordance with Seller's previously approved credit terms.

No exchanges will be conducted unless and until the contractual agreement is accepted and executed by Buyer's authorized officer or representative, prior to shipment of any exchange item.

Company (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Authorized Officer or Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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