



Terms and Conditions

A. Terms of and Conditions of Sales

A1. General Sales Conditions

- I. Quotes are good for ten (10) days. Conflicting Quotes made to the same customer will be at the discretion of First Class Air Support pending prior sale.
- II. Each PO submitted by the customer shall be in excess of \$150 USD.
- III. Sales Orders that are deemed "Prepayment" may be cancelled after 3 business days if funds are not received. There is no guarantee that cancelled orders will be offered again at the same price.
- IV. Customer must designate product shipping insurance amount on purchase order submitted to First Class Air Support. Failure to provide this information relieves First Class Air Support of liability after the product leaves the dock with any third-party provider, or when possession is taken by the customer or its delegates.
- V. Cancellation of Purchase Orders must be in writing and may be subject to a fee of twenty-five (25%) to cover any expenses incurred by First Class Air Support as a result of the cancellation.

A2. Return Material Authorization (RMA)

- I. An RMA must be requested within thirty (30) days of invoice unless the unit is still under shop warranty.
- II. Material approved for return are subject to a 25% restocking fee as well as any fees associated with the RMA.
- III. All product that is returned to First Class Air Support must be received in the same condition as it was sent out and all original paperwork must accompany the shipment. ALL instructions listed on the RMA must be followed for any credit/refund to be issued.
- IV. In the case of any warranty claims, all fees associated with the warranty are the responsibility of the customer.
- V. An RMA is considered valid if the material being returned is in the possession of First Class Air Support or an approved Vendor by the 30th day after the RMA issuance.
- VI. Shop Quotes provided to customer for approval are considered accepted (approved of customers behalf) after three business days if no contact is made.
- VII. In the event of No fault found (NFF) on a warranty claim all charges associated with the repair will be the responsibility of the customer. This includes but is not limited to shop repair costs, shipping, duties and taxes.
- VIII. If RMA is issued for material that is not installed, the product needs to be accompanied with a non-use statement from the end user.
- IX. Credits and/or refunds are not fully processed until the RMA is accepted and complete.

A3. Shipping

- I. First Class Air Support is responsible for shipping
 - a. If on Customer's shipping account- Until the product leaves First Class Air Supports Dock or facility
 - b. If on Customer's 3rd party shipper arrangement- Once third-party signs over possession of part. Loading and Handling are then the responsibility of the Customer.
 - c. If on First Class Shipping Account- Until the product is signed for at the Customer's facility. First Class Air Support may require mandatory insurance to be provided to cover the excess of the part value. Shipping cost may be billed back to the customer.
 - d. If Customer is picking up product from First Class facility directly- the ownership of the part will transfer when customer signs paperwork for release.
- II. Pictures will be provided for customers benefit on any shipment leaving the First Class Air Support facility.



- III. First Class Air Support is not responsible for damage directly related to shipping unless on a shipping account owned by First Class Air Support.

A4. Warranties

- Factory New- 1 Year from date of the Manufacturers CofC or Airworthiness Certificate
- New Surplus- 30 Days from Invoice Date
- Inspected/Bench (IN)- 30 Days from Date of Tag
- Repaired (RP)-6 Months from Date of tag or fail on fit if beyond 6 month tag date
- Over Hauled (OH)- One Year from Date of Tag
- As Removed- No warranty (As Is) implied unless otherwise noted on PO.

A5. Delivery

- I. First Class Air Support will use best practices that are within the policies of the company to meet the delivery date requested by the customer on their PO. First Class Air Support is not responsible for late delivery nor shall it be grounds for breach of contract.
- II. First Class Air Support reserves the rights to bill customer for 25% restock fee or cost of repair (whichever is greater) if customer chooses to cancel order prior to shipment AND is before the lead time that was quoted.
- III. Changes to the policies listed above will not be recognized unless agreed in writing.

Acceptance of product constitutes acceptance of First Class Air Support Terms and Conditions for Sales to a customer.

B. Terms and Conditions of Exchanges

1. All terms are listed on each exchange agreement. Signature on exchange agreement constitutes acceptance to the terms and conditions on the contract.
2. All changes must be made to exchange agreement before signature is in place and submitted to Exchange Management Team. All changes that happen after final signature is made and submitted will be subject to review by Exchange Management Team to determine acceptance.
3. The contract language of the exchange agreement will supersede any verbal or email correspondence.
4. If a returned unit is found to be BER (Beyond Economic Repair), the exchange fee will remain in place as well as any late charges associated with the Exchange. First Class Air Support will then generate an invoice for the outright price as agreed in the signed exchange agreement.

C. Terms and Conditions Purchases

1. First Class Air Support reserves the right to cancel Purchase Order previously submitted for any goods.
2. All parts purchased by First Class Air Support require **complete trace** and paperwork approval before payment can be made.
 - **“Complete Trace”** as defined by First Class Air Support-Trace that is back to a 14 CFR Part 121 or a 14 CFR Part 129 Carrier unless otherwise approved in writing.
3. All parts require ATA106 and statement of non-incident.
4. Acceptable Part Conditions
 - Inspected/ Bench Check (IN)
 - Repaired (RP)
 - Overhauled (OH)
 - Parts Beyond Economical Repair (BER)- Seller must have First Class Air Support buyer’s approval before BER part will be accepted.



First Class Air Support

- As Removed (AR)
 - Factory New (FN)
 - New Surplus(NS)
 - Life Cycles- Seller must have First Class Air Support buyer's approval on remaining life cycles before shipment is made.
 - Limited Life Parts- Seller must have First Class Air Support buyer's approval on remaining Life percentage before shipment is made.
5. Purchase order information shall remain confidential between Vendor and First Class Air Support
 6. First Class Air Support shipping account numbers may not be shared without expressed written approval.
 7. Acceptance of Purchase Order from First Class Air Support is acceptance of its Purchase Terms and Conditions.

D. Terms and Conditions of Payment

1. COD Purchase Orders less than \$5000.00 will be accepted with company check
2. COD Purchase Orders above and greater than \$5000.00 will only be accepted with certified funds.
3. COD shipments are only available using FEDEX Overnight or Two-Day service on First Class Air Support's shipping account. No other carrier is acceptable.
4. ACH Payments will be free of processing charges
5. Wire Payments will be \$40 for international wire payments and \$32 for Domestic wire payments. Any payment that is not received with this fee included is considered incomplete.
6. If customer does not make payment due to First Class Air Support in accordance with terms given at time of sale First Class Air Support reserves the right to charge interest in the amount of 5% a month until the invoice is resolved through legal or paid in full.
7. If customer wishes to dispute any invoiced amount, it shall notify First Class Air Support within 30 days of the invoice date. If customer does not dispute within the 30 time frame the invoice will be considered accepted. If dispute is filed all non-disputed items will be paid within terms given.

E. Dispute Resolution

All disputes arising in connection with First Class Air Support's Terms and Conditions shall be settled by negotiation between Chief Officers of the respective companies within a 60 Day period from invoice date.

F. Website

All images posted within the website of <http://www.firstclassairsupport.com> and its domain are the property and exclusive right of First Class Air Support, LLC.

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