



AEELS

We **love** aircraft

AEELS Terms & Conditions of Sale

1 – Definitions :

AEELS	Aircraft End-of-Life Solutions (AEELS) B.V.
(Aircraft) Component	A material, part or sub assembly for use on civil aircraft, engines, propellers or appliances
BER	“Beyond Economic Repair”, to describe a Component that is damaged or worn to such an extent that the cost of repairing it exceeds its current value or a predefined economic threshold
Ex Works	SELLER makes available the sold items at his office All costs and risks of transportation are for the account of PURCHASER
Exchange	A component that is temporarily supplied to replace and unserviceable unit, under agreement where the unserviceable Component will be returned to AEELS
IATA	“International Air Transport Association” Global trade association of the airline industry, representing and serving airlines worldwide to promote safe, reliable and efficient air transport
ICAO	“International Civil Aviation Organization” a specialized agency of the United Nations that sets international standards and regulations for civil aviation
Order	Any request from the PURCHASER to buy a saleable item which shall be placed by the PURCHASER in writing at the address specified by AEELS and received by AEELS

Purchase price	The total amount paid by a purchaser to acquire the Component from AELS, including the base cost of the Component and any applicable charges such as taxes, fees and shipping or handling cost
Purchaser	Customer
Seller	Aircraft End-of-Life Solutions (AELS) B.V.
TCS	Terms and Conditions of Sale

2 – Purpose and General :

These Terms and Conditions of Sale ("TCS") set out the general terms and conditions applicable to all quotations and sales made by AIRCRAFT END-OF-LIFE SOLUTIONS (AELS) B.V. ("AELS" or "SELLER") to the PURCHASER with respect to the sale of Components supplied by AELS to the PURCHASER.

AELS means AIRCRAFT END-OF-LIFE SOLUTIONS (AELS) B.V., its personnel and its subcontractors unless the context clearly excludes its personnel and/or its subcontractors.

Any ORDER (as defined herein) placed by the PURCHASER with AELS and the acceptance of or payment shall be deemed to be the acceptance of these TCS. Should these TCS conflict with the conditions contained in a specific agreement which may be entered into between AELS and the PURCHASER, the conditions of such specific agreement shall govern. The PURCHASER shall not depart from these TCS, except with the prior written consent of AELS. These TCS shall prevail over any general purchase conditions related to or other document submitted by the PURCHASER, notwithstanding any provisions to the contrary therein.

3 – Retention of Title and Risk

3.1 AELS will retain ownership of goods sold until AELS has received payment in full from the PURCHASER.

3.2 Risk of loss or damage to the goods shall pass from AELS to the PURCHASER at delivery of the goods in accordance with article 6. The PURCHASER assumes full responsibility for selection of the goods, their application and use and results thereof.

4 – Order and financial issues :

Any Order shall be placed by the PURCHASER in writing at the address specified by AELS and received by AELS. No cancellation or modification to the Order shall be made without prior written consent of AELS. Should the Order be cancelled for any reason, AELS reserves the right to charge the PURCHASER for any kind of preparation already made and/or material ordered in connection with the Order. Modification to the Order may result in additional charge and/or additional lead-time to the PURCHASER. The prices are stated at the time of the Order and are exclusive of taxes and duties.

5 - Payment :

The purchase price shall be paid in U.S. Dollars (US\$) unless otherwise agreed. PURCHASER shall pay the purchase price pre-paid or terms NET 30 before the end of the month following the date of invoice unless otherwise agreed, in free available funds at the bank account designated by AELS. The payment term is fatal: if payment is not fully received within this term then PURCHASER shall automatically be in default. If PURCHASER does not timely and correctly pay the purchase price, and does not dispute the invoice, then interest at the rate of 2% shall be charged monthly on any amounts overdue. The interest period shall run from the due date for payment until receipt by AELS of the full amount and without prejudice to any other right or remedy of AELS. In case the PURCHASER does not perform its payment obligations, the PURCHASER shall be liable to pay all out-of-court fees (with a minimum of 15% of the purchase price) and all applicable costs for legal assistance.

6 - Deliveries :

Components shall be transported in accordance with IATA, ICAO standards (for air transport), EN 12195-1 regulations (for transportation by road), regulations of the country of destination and/or manufacturers' requirements. For any shipment of dangerous goods, the relevant item shall be packed in accordance with the latest IATA "Dangerous Goods Regulations" (for air transport), ADR (for transportation by road).

The Component shall be delivered EXW to the PURCHASER with the relevant airworthiness certificate of release, if applicable. Should AELS and/or its subcontractors be in charge of shipment, the liability of AELS for any loss or damage to goods and for any consequences thereof attributable (in whole or in part) to the shipment operation undertaken by AELS and/or its subcontractors, is strictly limited to the indemnification ceilings as fixed by the Geneva Convention May 19, 1956 in case of carriage by road (national or international) or by the Warsaw Convention October 12, 1929 as amended by Montreal Convention May 28, 1999 in case of carriage by air (national or international). The PURCHASER shall undertake all customs formalities. Upon prior request, AELS may handle such customs formalities on behalf of the PURCHASER, in such case AELS shall be provided by the PURCHASER with any necessary documents and information giving the value of the concerned item.

Claims against AELS for shortages or apparent defects shall be received by AELS within ten (10) days after receipt of the Component (including goods or data) by the PURCHASER. AELS shall retain title to the material or Component sold or EXCHANGE to the PURCHASER until full payment of the entire price including principal and interest, if any. Notwithstanding the foregoing, the PURCHASER will bear all risk of loss of or damage to or caused by the material or Component from the time they are delivered to the PURCHASER in accordance with the above.

7. Warranty for aircraft Components

7.1 If the supplied items are aircraft Components these can be supplied in the following conditions and the following warranties shall apply:

7.1.1 As-is (AI): Component is supplied in as-is condition. No claims on its condition can be made after delivery.

7.1.2 As-removed (AR): Component is supplied in as-removed condition with full trace but without any statement on its airworthiness, unless a repair cap has been mutually agreed by AELS and Customer. If the Component is sent to a (certified under FAA or EASA Part 145) Repair Station and it is agreed by both AELS and Customer that the recertification cost will deem the unit Beyond Economic Repair (BER) a settlement will be suggested. Settlements can encompass a (partial) refund of the Purchase Price. Cost for shipping, inspection or scrap fees or any other induced cost will not be reimbursed. Settlements will only be suggested if AELS is notified within 3 (three) months after date of delivery. AELS at its sole discretion has the right to refuse any refund if damage inflicted after delivery is suspected.

7.1.3 Serviceable (SV): Component is supplied in Serviceable condition (that includes Tested, Inspected, Repaired, Modified) with full trace and duly certified. For any Component which is classified as Serviceable, AELS will provide a warranty of 6 (six) months from the date of delivery.

7.1.4 Overhauled (OH): Component is supplied in Overhauled condition with full trace and duly certified. For any Component which has been overhauled, AELS will provide a warranty of 12 (twelve) months from the date of delivery.

7.2 The responsibility of AELS hereunder and the sole and exclusive remedy of Customer, its successors, assigns or customers for a breach of any warranty hereunder, is limited to correction or replacement by AELS at its facility in The Netherlands, without charge of any article or Component which has been returned to AELS and which is not in accordance with this warranty; provided however: (1) AELS must be notified in writing of the defect or nonconformity within the warranty period and the affected article or Component is returned to AELS within 10 (ten) days after discovery of such defect or non-conformity (2) if AELS is unable to repair or replace a defective or non-conforming article or Component within a reasonable time after receipt thereof, Customer shall be credited for its value at the original purchase price; and (3) AELS shall not be responsible for any cost or expense related to the removal, reinstallation or transportation of such Component or article.

7.3 AELS shall have the sole right to determine whether returned Components shall be repaired or replaced. Any deviation from this policy must have prior written approval from AELS. The warranty mentioned in 7.1.2, 7.1.3 and 7.1.4 is subject to the following conditions:

(i) that the Components have been stored, maintained, installed, operated and used in accordance with AELS' or the manufacturer's instructions. and not subject to willful damage; and

(ii) that the Component, or the aircraft it was fitted to, has not been subject to any misuse nor have they been involved in any Incident or Accident.

It is expressly acknowledged and agreed by Customer that all other warranties, whether express, implied or statutory, are hereby excluded and disclaimed, and AELS hereby disclaims and Customer hereby waives, releases and renounces, any and all obligations and liabilities of AELS and rights, claims and remedies of Customer against AELS, express or implied, arising by law or otherwise, with respect of any fault or defect in Components delivered under this agreement, including, but not limited to (a) any implied warranty of merchantability or fitness, (b) any implied warranty arising from course of performance, course of dealing or usage of trade, and (c) any obligation, liability, right, claim or remedy in tort whether or not arising from AELS' negligence, actual or implied.

7.4 THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF AELS AND REMEDIES OF THE PURCHASER SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF AELS AND ALL OTHER RIGHTS, CLAIMS OR REMEDIES OF THE PURCHASER AGAINST AELS AND/OR ITS INSURERS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON CONFORMITY OR DEFECT IN ANY DATA, COMPONENT OR PRODUCT DELIVERED OR SERVICE PERFORMED IN RELATION TO OR UNDER ANY ORDER INCLUDING BUT NOT LIMITED TO (A) ANY WARRANTY AGAINST HIDDEN DEFECTS, (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OR PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (D) ANY WARRANTY AGAINST INFRINGEMENT, (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO ANY AIRCRAFT OR ANY COMPONENT THEREOF, OR FOR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

8 – Liabilities and insurance :

For the purpose of this article, AELS means AIRCRAFT END-OF-LIFE SOLUTIONS (AELS) B.V., its directors, officers, employees, agents, subcontractors and its insurers; the PURCHASER means the PURCHASER, its directors, officers, employees, agents and their respective insurers.

THE PURCHASER RENOUNCES ALL CLAIMS, RECOURSES OR LIABILITIES (STRICT, CONTRACTUAL OR IN TORT) OF OR AGAINST AELS IN CASE OF DAMAGE OF WHATEVER NATURE CAUSED (I) TO ANY AIRCRAFT, ENGINE, COMPONENT AND/OR ANY COMPONENT, (II) TO PROPERTIES OWNED OR LEASED BY THE PURCHASER, (III) TO PROPERTIES ENTRUSTED, DELIVERED OR LEASED BY AELS TO THE PURCHASER, (IV) TO THE PURCHASER'S EMPLOYEES OR (V) TO ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION THE OWNER(S) OF ANY AIRCRAFT OR ENGINE) AND ARISING OUT OF OR IN CONNECTION WITH THE ORDER , AND UNDERTAKES TO INDEMNIFY AND HOLD AELS HARMLESS FROM ANY CLAIM OR RECOURSES FROM ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION THE PURCHASER'S EMPLOYEES OR THE OWNER(S) OF ANY AIRCRAFT OR ENGINE) OR IN CASE OF LOSS OR DAMAGE TO ANY PROPERTIES ENTRUSTED OR LEASED BY AELS TO THE PURCHASER, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AELS. AELS RENOUNCES ALL CLAIMS AND RECOURSES AGAINST THE PURCHASER IN CASE OF DEATH OR INJURY TO ANY EMPLOYEE OF AELS AND IN CASE OF LOSS OR DAMAGE TO PROPERTIES OWNED BY AELS, WHERE SUCH DAMAGE OCCURS DURING AND ARISES DIRECTLY AND EXCLUSIVELY FROM THE PERFORMANCE BY AELS. IN NO EVENT SHALL AELS BE LIABLE FOR ANY REASON, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY) OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUE OR PROFIT. THE PURCHASER SHALL MAINTAIN SATISFACTORY INSURANCE COVERAGE CONCERNING ALL TYPES OF LEGAL LIABILITY NAMING AELS AS ADDITIONAL INSURED AND WAIVING ANY RIGHT OF RECOURSE AGAINST AELS, IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE. UPON REQUEST, THE PURCHASER SHALL PROVIDE AELS WITH THE RELEVANT INSURANCE CERTIFICATES. ANY APPLICABLE DEDUCTIBLE SHALL BE BORNE BY THE PURCHASER.

9 – Confidentiality

Any information, document and data of whatever nature, commercial or otherwise, transmitted by AELS to the PURCHASER in connection with the sale of a Component shall be deemed confidential information and the PURCHASER undertakes not to disclose any such information, document or data to any third party for any reason whatsoever and not to copy or reproduce any such information, document or data without the prior written consent of AELS, except (i) as may be required by law or governmental regulations, (ii) for information in the public domain and/or accessible to the general public, (iii) for the internal use of the PURCHASER, or (iv) for the purpose of insurance coverage.

10 – Miscellaneous:

Without prejudice to AELS' other rights, AELS shall be entitled to terminate the sale of the Component with immediate effect, without need of judicial recourse nor compensation, if the PURCHASER fails to remedy any material breach of its obligations after receipt of a written notice specifying the breach complained of and requiring remedy of the same. In case of nonpayment by the PURCHASER, the PURCHASER acknowledges that AELS has by virtue of its work performed a right of retention and possessory lien and pledge over the subject matter while in AELS's facilities or custody. No assignment of the Order nor of any right or interest thereunder (including but not limited to the sub-lease to a third party of any item leased by AELS to the PURCHASER, if any) is allowed without the prior consent of AELS.

11 – Cancellation or Return of product

Products shall not be returned to AELS without AELS's prior written authorization. Without prejudice to AELS's other rights, in the event that Products are returned other than pursuant to a valid warranty claim, the PURCHASER shall be subject to a restocking fee amounting to twenty-five percent (25%) of the Product's invoiced value, or a minimum of six hundred (600) USD, whichever is higher.

12 - Governing law and applicable jurisdiction:

Any dispute not amicably settled shall be finally referred to the exclusive jurisdiction of the relevant court in Amsterdam, The Netherlands

Acceptation; the Terms and Conditions of Sale ("TCS") shall be deemed automatically accepted by the PURCHASER unless explicitly rejected in writing by the PURCHASER.