

# TERMS AND CONDITIONS

**Price:** Each or per linear foot, US Dollars

**Minimum Order:** US\$150.00, Order charge of US\$50 will apply if order is less than US\$150.00

**Quote Validity:** This quote is valid for a period of 30 days. Parts are subject to prior sale.

**Delivery:** Ex Works, Factory

**Freight:** Borne by customer (Freight collect or prepaid and added to invoice)

**Taxes and Duties:** Any and all taxes, dues, import duties, etc., shall be borne by the customer.

**Payment Terms:** Net 30 days (pending credit approval), if you have not purchased from us before, please include credit references and/or re-sale card if applicable, with your purchase order. If there are any applicable clauses, which may apply, please send with purchase order.

**Certification Supplied:** Standard Certificate of Conformance

**Returns:** Products returned for exchange must be returned postage paid, in new condition, original packing, all documentation and must be received within 30 days of the original invoice date. No returns will be accepted without a Return Material Authorization Number (RMA) issued by Herber Aircraft Service. For products that are authorized for return, a restocking fee of 20% of the invoiced price will be charged or deducted from the credit or refund on all returns.

**Cancellation:** No Purchase Order may be cancelled without prior written approval from Herber Aircraft Service. We manufacture and distribute custom parts for specific applications and cannot resell parts made for customer applications. If a cancellation request is accepted in writing, there will be a 50% cancellation fee.

## AOG Support

Herber Aircraft Service provides AOG service, 24 hours per day, 7 days per week. The fee for this service is \$500 per order. Product pricing will be at the current list price plus 50%.

## Warranty and Customer Support

**Herber Aircraft Service** warrants goods that are distributed by Herber Aircraft Service to the extent of the OEM warranty. The factory makes final determination of any such warranty claims.

**Herber Aircraft Service** warrants that the articles manufactured by Herber Aircraft Service, and which are supplied hereunder, are free from defects in material and workmanship; that all items will conform to applicable specifications and drawings; and, to the extent such items are not manufactured pursuant to detailed designs furnished by Customer, that all items will be free from defects in design and suitable for the intended purposes. The warranties of Herber Aircraft Service, together with its service warranties and guarantees, apply to the original purchaser. Any defective article must be returned with a prior authorized Return Material Authorization (RMA) to Herber Aircraft Service's facility at 1401 East Franklin Avenue, El Segundo, CA 90245-4307, USA, or some other location Herber Aircraft Service may designate with prior notification to Herber Aircraft Service, within twelve (12) months after date of shipment from Herber Aircraft Service. The extent of the obligation of Herber Aircraft Service under the foregoing warranty is expressly limited to the repair or replacement of any defective article, and, in no event shall Herber Aircraft Service be liable for consequential damages. The Customer shall notify Herber Aircraft Service in writing within five (5) days after discovery of any defect, detected during the warranty period. Shipping any defective goods to Herber Aircraft Service will be at customer's cost.

## Hose Repair Warranty

Herber Aircraft Service warrants for a period of 90 days from the date of repair, all labor and parts for those products repaired at our facility.

In the event a defect covered by these warranties becomes apparent within the warranty period, Herber Aircraft Service shall correct such defect and incorporate such correction in any such product purchased hereunder which has not been delivered to Customer.

As to each defect, Herber Aircraft Service shall be relieved of all obligations and liability under this warranty if:

1. The product has not been operated under normal airline use, unless Customer furnishes reasonable evidence that such operation was not a cause of a defect; or
2. The product has been repaired, altered or modified by Customer or others and such repair, alteration or modification was not accomplished in accordance with accepted standard Engineering and Maintenance practices.

The foregoing warranty is in lieu of all other warranties, expressed or implied, arising by operation of law or otherwise.

## Consequential

Notwithstanding any other provisions in the Contract to the contrary, HERBER AIRCRAFT SERVICE shall not be liable for any consequential or incidental damages, however occasioned, including, without limitation, any losses, liabilities or damages resulting from the customer's general or particular requirements or needs, whether HERBER AIRCRAFT SERVICE at the time of contracting or later had reason to know of any such requirements or needs. Notwithstanding any other provisions in the Contract to the contrary, HERBER AIRCRAFT SERVICE shall not be liable for any injury to any person or property resulting directly or indirectly, from any breach of warranty (express or implied), for punitive damages, or for any damages in respect of loss of anticipatory profits.