

26470 Ruether Avenue #102 Santa Clarita, California 91350

SHIPPING TERMS AND CONDITIONS

These commodities were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. laws and other relevant export controls is prohibited. They may not be shipped to any of the following destinations without authorization: Cuba, Iran, North Korea (expect EASA 99 items), Sudan or any other country to which equipment is prohibited; nor to end-user(s) involved in chemical, biological, nuclear or missile weapons activity.

<u>CANCELLED OR RETURN MATERIAL</u>: After "Order Acceptance" products that have not been altered may be returned to Boone Aerospace, Inc. for the reasons listed below. In all circumstances, a Return Material Authorization (RMA) number is required before returning. Canceled orders may be subject up to 100% re-stocking fee for special order or non-cancelable/non-returnable products.

- 1. In the event any Item furnished is not a Conforming Item, Buyer shall have the option to require Boone Aerospace, Inc. to repair or replace the non-Confirming Item.
- 2. If products were ordered in error by the Buyer, the products may be returned to Boone Aerospace, Inc. for credit within 30 (thirty) days after the product was shipped at Sellers shipping expense. A restocking fee of 25% (twenty five percent) may apply against the original invoice.
- 3. Products shipped in error by Boone Aerospace, Inc. may be returned for full refund. Shipping charges shall be borne by Boone Aerospace, Inc.

<u>PAYMENT TERMS</u>: Shipments to the Buyer who have not established credit terms with Boone Aerospace, Inc. will be made on a C.O.D. basis or charged to a credit card (VISA, MasterCard, PayPal). Credit terms may be established with Boone Aerospace, Inc. by providing a minimum of 3 (three) trade references. Boone Aerospace Inc. reserves the right to modify or cancel credit terms and/or credit limits at any time without written notice.

DELIVERY, PACKAGING: All parts shipped from Boone Aerospace, Inc. are sold F.O.B. Santa Clarita, CA and Buyer assumes and bears all risk of loss of or damage to the materials. All Items shall be packaged in accordance with Buyer's instructions or, if none are specified, in accordance with both ATA spec. 300 and the highest industry standards and practices in a manner sufficient to ensure arrival in an undamaged condition.

<u>OWNERSHIP AND TITLE:</u> Ownership and title to the materials shall remain in Boone Aerospace, Inc. until full and final payment for the material has been received by Boone Aerospace, Inc. and good funds therefore have cleared the bank, notwithstanding that the Buyer may have possession or control of the materials.

CERTIFICATION: Boone Aerospace, Inc. will send Buyer's shipment with a Boone Aerospace, Inc. certificate of conformance. This document certifies that the parts have been produced under Federal Aviation Administration approved manufacturing and quality control systems and are in airworthy condition. Manufacturer's certificate of conformance, test reports, FAA 8130-3, or EASA forms will be supplied whenever applicable.

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