



## WENCOR TERMS AND CONDITIONS OF SALE

**APPLICABILITY** Unless otherwise provided in a separate, written definitive contract signed by the parties, these terms and conditions of sale are applicable to all sales of all goods (“Products”) by Wencor, LLC and/or its subsidiaries (hereinafter “Wencor”) to any customer (hereinafter “Customer”). Issuance of a purchase order to Wencor by Customer for the purchase of Products shall legally bind Customer exclusively to these terms and conditions of sale. Customer agrees to be bound exclusively by these terms and conditions of sale, notwithstanding Customer’s terms and conditions—whether or not supplied to Wencor at any time. Any term or condition submitted by Customer in any manner, whether included on a request for quote, request for proposal, purchase order or acknowledgement or otherwise that is inconsistent with or contrary to any term or condition included herein, is expressly rejected by Wencor. Any additional terms or conditions put forth by Customer shall not be binding on Wencor unless Wencor expressly agrees to them in a writing signed by a duly authorized officer. Customer acknowledges that acceptance of these exclusive terms and conditions of sale is a material part of Wencor’s agreement to sell Products to Customer, and but for the exclusive application of these terms and conditions, Wencor would not agree to sell Products to Customer. Notwithstanding anything to the contrary in Customer’s order or any ancillary documentation thereto, no act by Wencor, including, without limitation, accepting an order, acknowledging an order, commencing performance and/or performance, shall legally bind Wencor to Customer’s terms and conditions of purchase, in total or part. No failure by Wencor to object to Customer’s terms and conditions shall constitute a waiver by Wencor of these terms and conditions of sale.

**ORDER ACKNOWLEDGMENT** Upon Customer’s request, Wencor will endeavor to acknowledge receipt of purchase orders and issue acceptance or denial within three (3) business days. For a SPEC-enabled Customer, SPEC 2000 acknowledgment will be made with the appropriate chapter “S1” message. For orders that are placed on the Wencor e-commerce website, email confirmation will be sent automatically. Email confirmations do not constitute a binding acceptance of a purchase order. Orders that have been accepted by Wencor may not be canceled without Wencor’s consent. If Wencor consents to a cancellation, restocking and cancellation charges may apply.

**ORDER MINIMUMS** Unless other terms have been agreed to, order and line minimums will apply. Wencor reserves the right to consolidate multiple purchase orders of the same Product under one order where it would increase the efficiency of fulfilment.

**PRICE QUOTES** Every effort will be made to maintain the listed or quoted prices for stated validity terms; however, prices are subject to change without notice. Prices and availability information received from Wencor representatives or obtained through Wencor’s ecommerce website are quotations and DO NOT constitute legally binding offers.

**PAYMENT TERMS** Shipments to a Customer who has not established credit terms will be charged to a credit card (VISA, MasterCard or American Express only). Invoices will be sent at the time of shipment. Payments from a Customer who has been given open terms should be mailed to the address shown on the invoice within thirty (30) days of receipt of the invoice (or other mutually agreed upon payment term). Late payments will be subject to an interest charge



of 1.5% per month (or the highest rate allowed by applicable law) until paid and any collection costs or fees incurred (unless special terms have been arranged). Accounts with unpaid balances over sixty (60) days will be placed on credit hold. In addition, Wencor may, at its election, refuse to accept new orders from the Customer or hold delivery of orders placed by the Customer until the Customer's account has been brought current. Wencor reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice and to require guaranteed security or payment in advance for the amount of the order.

**CREDIT APPLICATION** A Customer that wishes to pay on credit terms must fill out and sign an "Credit Application" form and return to a Wencor representative for processing. The form is available at [https://www.wencor.com/wp-content/uploads/2017/09/credit\\_application.pdf](https://www.wencor.com/wp-content/uploads/2017/09/credit_application.pdf). Only Wencor's "Credit Application" will be accepted for credit terms. Credit terms and credit limits are not given until the credit application is fully processed and approved. Credit limits may be adjusted by Wencor at its sole discretion.

**DELIVERY** Accepted Purchase Orders shall be delivered in accordance with the quoted lead times. If an item is out of stock, Customer will be notified and an approximate delivery date will be provided for any back-ordered item.

Although Wencor will make commercially reasonable efforts to meet the Wencor confirmed delivery date, Customer acknowledges and agrees that delivery dates and lead times are estimates only and not firm commitments and, further, that Wencor shall not be liable for any resulting charges, costs or damages incurred by the Customer on account of delays. Subject to the provision for Special Orders below, Customer may submit a written request to cancel any item which is excessively delayed.

**DELIVERY TERMS FOR ALL ORDERS SHALL BE EXW (Ex-works) Wencor's facility or point of shipping origin, UNLESS OTHERWISE SPECIFIED BY WENCOR IN WRITING.**

**AOG** All AOG requests shall be exclusively made through the following communication channels and are subject to an AOG fee:

AOG Ready Service Line: 1-888-864-0462

\$250 (minimum) AOG fee per order - 24 hours, 7 days a week

All AOG orders are non-cancellable.

**COST OF DELIVERY, TAXES, DUTIES, AND OTHER CHARGES** Delivery costs of the Products shall be in accordance with the referenced Incoterm. Unless expressly stated otherwise, Wencor's listed or quoted prices for the Products do not include, and Customer will pay or reimburse Wencor for, any and all duties or sales, use, excise, value added or similar taxes (excluding income taxes of Wencor) payable as a result of Customer's purchase, transportation, importation, receipt or use of the Products.

**TITLE AND RISK OF LOSS** Title to each Product and risk of loss of each Product shall pass to Customer upon delivery of the Product in accordance with the referenced Incoterm.



**SPECIAL ORDERS** In the event Wencor provisions Products specifically for the Customer and Customer requests a cancellation of the order, Wencor reserves the right to charge Customer associated cancellation costs in addition to a 15% restocking fee.

**CERTIFICATION** Wencor maintains complete traceability on all new (NE) Products. If Customer orders or accepts new surplus (NS), as removed (AR), serviceable (SV), repaired (RP), or overhauled (OH) Products, customer accepts that complete traceability may not be available. All shipments are accompanied by a Wencor Certificate of Conformance at no additional charge, so long as readily available from the original equipment manufacturer. If a copy of the manufacturer's certification is requested, this must be stipulated on Customer's purchase order. Certification requests will be agreed upon at the time Customer's account is established. Wencor does not provide test reports as part of our certification packages. Requests for test reports should be clearly noted on Customer's purchase order or directed to your sales representative, and when available, a charge will apply. FAA 8130-3 forms are issued with Wencor PMAs and Wencor inspected, repaired, or overhauled Products.

**INTELLECTUAL PROPERTY** Wencor reserves the right to discontinue, without liability, delivery of any Products the manufacture, sale or use of which would, in Wencor's opinion, infringe upon any intellectual property rights of third parties.

**PACKAGING** Wencor packages Products to mitigate accidental damage during shipment and storage. Products are packaged according to the requirements of the design authority; otherwise, Wencor's standard is to package hardware bulk and package seals, o-rings and packings according to SAE AMS2817. When required, shipping containers will comply with ATA SPEC 300. Deviations from these standard packaging methods may incur additional cost, which shall be for the account of Customer. Unless otherwise stated, list prices on Wencor's website and quoted prices are for standard packaging methods only. Special package markings (custom labeling) will be agreed upon at the time Customer's account is established, with any exceptions noted clearly on the purchase order. Please contact a Wencor sales representative to arrange for custom labeling. If custom labeling is not requested, Products will be shipped with Wencor's standard label.

**RETURN POLICY** Under certain conditions, and with Wencor's consent, Products regularly carried in stock may be returned within sixty (60) days of invoice date. Within this time requirement, a Wencor sales representative must be contacted to request a Return Material Authorization (RMA) number. Returns without an RMA are not allowed. A Customer who does not obtain an RMA will be responsible for any excess costs incurred. Products must be returned unused in the original Wencor packaging, in new condition and with a copy of the original shipment's paperwork. Products returned not meeting these requirements, will not be accepted. Where Products are returned for reasons other than an error by Wencor or pursuant to a valid warranty claim, cancellation fees and a 15% restocking fee shall be charged.

**INSPECTION** All Products shall conclusively be deemed to conform to Customer's order and be accepted by Customer unless rejected in writing within thirty (30) calendar days of invoice date. Such acceptance shall be conclusively deemed final, and Customer waives the right to revoke such acceptance for any reason. There shall be a permissible quantity variance of +/- 2% for all Products consisting of seals, packings, o-rings, and standard hardware. The sole remedy for any



variance in the product quantity shall be a credit applied to Customer's account for the amount of such variance.

**DAMAGED GOODS** In the event that a Product is damaged in transit due to Wencor's packaging, Customer must notify Wencor within thirty (30) calendar days of invoice date and request a credit or replacement order. Photos of the damaged packaging must also be included with the request. Wencor is not responsible for damage that occurs during shipment, unless the damage is due to Wencor's packaging not meeting the standards set forth above.

## **WARRANTY**

New PMA Products for which Wencor holds the PMA sold to Customer are warranted to be free from defects in material and workmanship at the time of delivery and for a period of twelve (12) months thereafter.

Used Products inspected, repaired, or overhauled by Wencor and sold to Customer are warranted to be free from defects in material (but only with respect to material installed in or incorporated into the Product by Wencor during the repair or overhaul) and workmanship at the time of delivery and for a period of twelve (12) months thereafter.

All other Products sold to Customer are sold by Wencor as a distributor and are subject to the warranty provided by the original equipment manufacturer (for new Products) or the repair vendor (for used Products), and Wencor agrees to assign to Customer any and all warranties applicable to any such Product from the manufacturer or repair vendor.

Wencor's sole obligation and Customer's exclusive remedy for any breach of Wencor's warranty (as set forth above) will be the replacement or repair of the nonconforming Product; provided, however, if Wencor determines that such repair or replacement is not commercially reasonable or feasible or such remedy fails its essential purpose, Customer's exclusive alternate remedy and Wencor's sole obligation, will be the return to Customer of the purchase price paid to Wencor by the Customer for the Product.

Under no circumstance shall Wencor be liable under any warranty for any damages to the extent incurred during shipment (other than due to improper packing by Wencor) and/or caused by normal wear and tear; misuse; abuse; storage or use in harsh conditions; installation or use inconsistent with the manufacturer's instructions; and/or repair, overhaul or maintenance performed subsequent to delivery by any person or entity than Wencor.

THE WARRANTIES REFERENCED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF WENCOR THEREUNDER, ARE EXPRESSLY IN LIEU OF, AND THE CUSTOMER HEREBY WAIVES AND RELEASES WENCOR FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGREEMENT VARYING, ALTERING OR EXTENDING WENCOR'S LIABILITY HEREUNDER WILL BE BINDING ON WENCOR UNLESS IN WRITING AND SIGNED BY THE CUSTOMER'S AND WENCOR'S DULY AUTHORIZED REPRESENTATIVE.

**INDEMNIFICATION** Customer agrees to indemnify and hold harmless Wencor and its employees, members, affiliates and agents against and from any and all claims, liabilities, losses, damages or expenses, including (without limitation) attorneys' fees, resulting from or arising out of the ownership, use, possession or transfer of any Product by Customer or any other person after such Product is delivered to Customer, except to the extent prohibited by law and to the extent arising from Wencor's gross negligence or willful misconduct.

**EXPORT RESTRICTIONS** Customer agrees not to export or re-export any parts or technology received from Wencor except in full compliance with all United States laws and regulations including the Export Administration Regulations and the International Traffic in Arms Regulations. In particular, such products may not be exported or re-exported to a national or resident of any country to which the United States embargoes goods without appropriate approvals or licenses, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. In addition, Customer is responsible for complying with any local laws in Customer's country, which may impact Customer's right to import, export, or use the parts. Wencor reserves the right to require End-Use Statements for all orders.

#### **Additional International Trade Law Requirements (2022)**

The United States and other jurisdictions such as the E.U., U.K., Canada, and others impose a variety of export controls and sanctions (collectively, "International Trade Laws"). Beginning in 2022, these International Trade Laws have been expanded significantly against Russia and Belarus in response to Russia's actions in Ukraine. In particular, the U.S. has increased the Russia/Belarus/Ukraine-related controls in its Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security ("BIS") and various sanctions statutes, executive orders, and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of State.

By undertaking a transaction with Wencor Group, LLC or its subsidiaries, whether or not organized under the laws of the United States, Customer is certifying that it is fully compliant with *all* International Trade Laws, that Customer is not a sanctioned or denied party under any International Trade Laws, that no sanctioned or denied parties under any International Trade Laws hold an interest in Customer, and that Customer will not directly or indirectly re-export, sell, rent, lease, transfer, divert, or otherwise dispose of Wencor's products or services to any natural or legal person, entity, or body, in violation of any International Trade Laws, including the U.S. EAR, or any other laws and regulations applicable to Customer or any activities Customer undertakes relating to Wencor's products and services.

Customer also acknowledges that certain destinations are subject to comprehensive sanctions and that no Wencor products may be shipped to those destinations (as of March 16, 2022 these destinations are Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine).

Customer specifically acknowledges that certain Wencor products are subject to EAR prohibitions or licensing requirements imposed under the EAR if exported, reexported, or transferred to certain end-users or destinations. For example, under the EAR, certain items sold by Wencor may not



be re-exported to Russia or Belarus without a license and no Wencor items provided as a part of this transaction may be sent to any “military end-users” (an EAR-defined term) in Russia or Belarus without a license.

On or about March 18, 2022, the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”) publicly identified certain commercial and private aircraft that have entered Russia on or after March 2, 2022, in likely violation of the Export Administration Regulations (“EAR”). The BIS’ press release (the “BIS Press Release”) is accessible here: <https://www.bis.doc.gov/index.php/documents/about-bis/newsroom/press-releases/2935-2022-03-18-bis-list-of-aircraft-violating-the-ear-press-release-final/file> The aircraft identified in the BIS Press Release (or any update thereto) shall be referred to as the “Offending Aircraft”. Wencor Products may not be used to maintain or support any Offending Aircraft.

By engaging in a transaction with Wencor, Customer is certifying it is Customer’s responsibility to be fully compliant with all International Trade Laws. Wencor does not undertake an obligation to provide updates to Customer with respect to changes or new developments to International Trade Laws.

**ANTI-CORRUPTION** In connection with the purchase of Products from Wencor, Customer agrees not, and agrees not to permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents, to promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any non-U.S. official, in each case, in violation of the Foreign Corrupt Practices Act of 1977 (the “FCPA”) or any other applicable anti-bribery or anti-corruption law.

**FORCE MAJEURE** Wencor shall not be held liable if it is unable to perform due to an Excusable Delay (as defined below). An “Excusable Delay” includes any delay in Wencor’s performance occasioned by causes beyond its reasonable control and not occasioned by its intentional acts or omissions, fault or negligence, including, without limitation, acts of God or public enemies, industrial or civil disturbances, war or threat of war, terrorist act or threat, power or telecommunication outage, strikes, boycotts, lockouts, labor disputes or shortages, embargoes, orders or other acts of any government or military, inability to obtain an export license, fires, floods, severe weather, delays of common carriers, epidemics, pandemics, quarantine restrictions or other occurrences generally affecting the aerospace, shipping, manufacturing or financial industries. Any delay caused by Wencor’s suppliers or vendors meeting the definition of “Excusable Delay” above, as applicable to that supplier or vendor, shall be considered an Excusable Delay for the purposes of this Agreement.

**VENUE SELECTION/CHOICE OF LAW FOR U.S. CUSTOMERS.** The purchase of Products by Customer from Wencor shall be governed by the laws of the State of Delaware without regard to conflict of law principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the purchase of Products by Customer from Wencor. Customer consents to the exclusive jurisdiction of the state and federal courts of the state of Delaware, U.S.A., for determination of any claim or controversy between the parties and arising out of or relating to these terms and conditions of sale and/or the purchase of Products by Customer from Wencor. In the event that Wencor shall engage an attorney or commence an action against Customer



arising out of facts and circumstances related to these terms and conditions of sale and/or the purchase of Products by Customer from Wencor, including, but not limited to, Customer's breach of any of its obligations hereunder, Wencor shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

**ARBITRATION & CHOICE OF LAW FOR NON-U.S. CUSTOMERS.** For any Customer not located within the United States, any dispute arising out of or in connection with terms and conditions of sale and/or the sale of Products by Wencor shall be referred to and finally resolved by arbitration under the International Chamber of Commerce Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be New York, New York, U.S. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of the State of New York without regard to its conflicts of laws principles. Judgment on the dispute shall be in writing with written findings of fact and shall be final and non-appealable. Notwithstanding the foregoing, either party may seek an injunction or other equitable relief from a court of competent jurisdiction without having to submit to Arbitration. In the event that Wencor shall engage an attorney, commence an action against Customer for an injunction, or seek arbitration for a dispute with the Customer arising out of facts and circumstances related to these terms and conditions of sale and/or the sale of Products by Wencor, including, but not limited to, Customer's breach of any of its obligations hereunder, Wencor shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

**NOTICES TO WENCOR** Any notice to Wencor shall be in writing and may be given to Wencor only by personal delivery to an officer of Wencor or by delivering a copy of such notice, addressed as follows, at Wencor's main office at the following address: Wencor, 416 Dividend Drive, Peachtree City, GA 30269, Attn: General Counsel. Wencor may designate a different address for such notices to be given by giving written notice thereof to Customer.

**EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY** In the event Customer claims that Wencor has breached any of its obligations in connection with the purchase of Products by Customer from Wencor, Wencor may request the return of the Products and tender to the Customer the purchase price paid by Customer and Wencor shall have no further obligations except to refund such purchase price. Customer may not exercise any right of set-off. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST WENCOR FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. WENCOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO PROPERTY, INCLUDING AIRCRAFT, LOSS OF USE OR LOSS OF PROFIT.

**CONFIDENTIAL INFORMATION.** Except with Wencor's prior written consent, Customer shall not use, duplicate or disclose any trade secret or other confidential information of Wencor delivered or disclosed to Customer in connection with Customer's purchase of the Products.

**SUCCESSORS AND ASSIGNS.** These terms and conditions of sale shall be binding upon the parties and their respective successors and assigns; provided, however, these terms and



conditions of sale are not intended to confer rights against Wencor to any person other than Customer.

**NON-WAIVER.** Wencor's failure to enforce any provision of the terms and conditions of sale or to protest any breach or default by Customer shall not be construed as a waiver of any Customer obligation or Wencor right provided under these terms and conditions or applicable law. No right or remedy of Wencor shall be deemed waived or released unless such waiver or release is in writing and signed by an authorized Wencor officer.

**ENTIRE AGREEMENT.** THESE TERMS AND CONDITIONS OF SALE CONTAIN THE ENTIRE AND THE ONLY AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SALE OF THE PRODUCTS AND ANY RELATED SERVICES AND SUPERSEDES ANY ALLEGED RELATED REPRESENTATION, PROMISE OF CONDITION NOT SPECIFICALLY INCORPORATED HEREIN. THE PROVISIONS OF THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED, EXCEPT BY A WRITTEN DOCUMENT SIGNED BY WENCOR.

*Revised 7/7/2022*