

Terms & Conditions of Purchase

These Terms & Conditions apply to all Purchase Orders issued by **ola aerospace**. By accepting a PO or supplying material, the Seller agrees to the terms below.

1. Purchase Orders

- Only written Purchase Orders issued by ola aerospace are valid.
 - Any changes must be confirmed in writing.
 - All documentation must reference the PO number, part numbers, quantities, and delivery details.
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2. Documentation & Traceability Requirements

To protect our clients and maintain industry-leading quality standards, all material supplied to **ola aerospace** must include complete, accurate, and verifiable documentation.

Unless approved in writing:

- No alternate, PMA, or substitute parts may be supplied.
- All material must be traceable to a recognized and certified aviation source (FAA, EASA, OEM, airline, or authorized repair station).
- Each shipment must include proper airworthiness certifications based on condition.
- All documentation must align with **ola aerospace's traceability & Certification Requirements**.

ola aerospace may adjust PO scope when needed; any change in pricing or lead time must be agreed upon in writing.

We reserve the right to inspect material at the Seller's facility or upon receipt.

Nonconforming items may be rejected, returned, or accepted at a reduced value.

3. Delivery Requirements

- Delivery dates listed on our PO are firm.
- Late shipments may result in:
 - Required expedited freight at seller's cost
 - Cancellation of the PO
 - Applicable fees for late delivery

4. Shipping, Title & Packaging

- Delivery terms follow **Incoterms 2020**, unless otherwise stated.
- Risk and title transfer as identified in the PO's delivery terms.
- All material must be properly packaged and protected to meet industry standards.
- Hazardous, ITAR, or international shipments must include compliant packing and documentation.
- Each shipment must include a packing slip and all required certifications.

5. Force Majeure

Neither party is responsible for delays caused by events outside reasonable control (natural disasters, labor disruptions, governmental actions, etc.).

6. Termination for Default

ola aerospace may terminate a PO if the Seller:

- Fails to deliver on time
- Fails to meet documentation or quality requirements

- Becomes insolvent or enters bankruptcy

ola aerospace may procure replacement material and charge any excess cost to the Seller.

7. Invoicing & Payment

- Seller may invoice only after delivery.
 - Invoices must match the PO exactly, including PO number, quantities, and pricing.
 - Additional charges (tax, freight, fees) are accepted only if approved on the PO.
 - Payments may be adjusted for shortages, discrepancies, or nonconforming material.
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8. Warranty

Seller warrants that all material:

- Matches the PO description and condition
- Includes valid traceability and airworthiness documentation
- Is free from defects
- Carries clear title to material with no liens

ola aerospace may require repair, replacement, or credit for nonconforming material at the Seller's expense.

9. Indemnification

Seller must defend and indemnify ola aerospace from any claims, losses, or damages resulting from Seller's performance, errors, omissions, or noncompliance.

10. Quality Requirements

Seller must follow ola aerospace's Quality Standards and report any discovered nonconformance immediately.

11. Governing Law

These terms are governed by the laws of the State of **Arizona**.

Both parties' consent to jurisdiction in Phoenix, Arizona and waive trial by jury.

12. Compliance

Seller must comply with all applicable laws and regulations, including but not limited to:

- Export/import laws
 - Anti-corruption laws
 - FAA/EASA regulations
 - EAR/ITAR when applicable
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13. Confidentiality

All non-public information shared with Seller is confidential and may not be disclosed without written authorization.

14. General Terms

- Seller may not assign or transfer any PO without written approval.
- Failure to enforce any term does not waive future enforcement.
- Invalid terms do not affect the remainder of the agreement.
- These Terms & Conditions and the PO represent the entire agreement between both parties.
- Section headings are for clarity only.



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