

## Terms & Conditions of Sale

These Terms & Conditions govern all sales of parts and services by **ola aerospace**. By placing a Purchase Order (PO) with us, the buyer ("Customer") agrees to the terms below unless a separate written agreement supersedes them.

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### 1. Purchase Orders

- All Purchase Orders must be submitted **in writing**.
  - Verbal agreements, changes, or additions are valid only when confirmed in writing by ola aerospace.
  - Once accepted by ola aerospace, a PO cannot be cancelled or modified without written approval.
  - All customer documents must include:  
PO number, delivery location, item descriptions, quantities, and units of measure.
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### 2. Prices

- Pricing is based on the ola aerospace quotation or as otherwise agreed in writing.
  - Unless stated otherwise, prices exclude taxes, duties, shipping, insurance, and additional fees.
  - ola aerospace may invoice for all applicable charges.
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### 3. Scope of Supply

- ola aerospace will transfer ownership of all technical documents in its possession related to the supplied parts or services.
  - Any change in scope requested by the Customer may result in price or schedule adjustments.
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#### 4. Delivery Dates & Lead Times

- Delivery dates are approximate unless ola aerospace agrees in writing that time is of the essence.
  - ola aerospace is not responsible for delays outside its control.
  - If the Customer fails to take delivery: ola aerospace may store the goods at Customer's expense
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#### 5. Delivery Terms, Risk & Storage

- Default delivery term is **EXW – ola aerospace facility** unless otherwise stated.
  - Risk of loss transfers to the Customer upon delivery per the agreed Incoterm.
  - Title transfers only after full payment of all invoices, taxes, and charges.
  - Packaging is non-returnable unless explicitly stated. Any returnable packaging not returned within 30 days may be billed at current rates.
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#### 6. Force Majeure

ola aerospace is not liable for delays or failure to perform due to events beyond reasonable control, including but not limited to:

acts of God, government actions, strikes, labor disruptions, extreme weather, freight embargoes, pandemics, or logistical interruptions.

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#### 7. Termination

ola aerospace may immediately terminate a PO if the Customer:

- files for bankruptcy,
- enters receivership,
- fails to pay debts, or
- becomes insolvent.

If termination occurs, ola aerospace may withhold deliveries, and all outstanding invoices become immediately due.

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## 8. Invoicing, Payment & Set-Off

- Invoices will list pricing, taxes, and approved charges.
  - Payment is due according to agreed terms.
  - Customers may not withhold payment or apply set-off or counterclaims.
  - Late payments may be subject to fees.
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## 9. Warranty

### 9.1 Standard Warranty

ola aerospace warrants that supplied parts or services conform to the condition stated at the time of sale.

Except as explicitly stated, **no other express or implied warranties** (including merchantability or fitness for a purpose) apply.

Warranty does not cover misuse, mishandling, improper installation, modification, or unauthorized repair.

If applicable and transferable, ola aerospace will assign any remaining manufacturer or repair-station warranty.

### 9.2 Warranty Claims

- Customer must provide written notice during the warranty period.
- Sufficient evidence must be provided to show the issue existed at delivery.
- If approved, ola aerospace may:
  - repair,
  - replace, or

- refund the applicable portion of the purchase price.

This is the Customer's **sole and exclusive remedy**.

### 9.3 Warranty Periods

(Unless otherwise offered by a repair station)

| Condition              | Warranty                                   |
|------------------------|--------------------------------------------|
| SV – Inspected/Tested  | 30 days to report defect                   |
| SV – Repaired/Modified | 6 months – work performed + replaced parts |
| OH – Overhauled        | 1 year functional warranty                 |

### 9.4 Courtesy Warranty from ola aerospace

(For ola aerospace stock or parts with expired shop warranty)

| Condition                         | Courtesy Warranty            |
|-----------------------------------|------------------------------|
| New Surplus                       | 30 days from receipt         |
| Factory New (within OEM warranty) | 1 year from manufacture date |
| SV – Tested/Inspected             | 30 days                      |
| SV – Repaired (1 year old tag)    | 30 days                      |
| SV – Repaired (1 year old tag)    | 90 days                      |
| OH – Overhauled (1 year old tag)  | 30 days                      |
| OH – Overhauled (1 year old tag)  | 120 days                     |

### 9.5 Limitation of Liability

Neither party is responsible for **special, punitive, indirect, incidental, or consequential damages**, including:

lost profits, lost opportunities, downtime costs, or loss of goodwill.

Nothing limits liability for fraud or personal injury caused by negligence.

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## 10. Governing Law & Jurisdiction

These terms and all sales are governed by the laws of the **State of Arizona, USA.**

Both parties submit to the non-exclusive jurisdiction of state or federal courts located in **Phoenix, Arizona.**

To the fullest extent permitted by law, **both parties waive the right to a jury trial.**

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## 11. Confidentiality

Each party must keep confidential all non-public, technical, and business information received from the other, unless:

- it becomes public through no breach,
  - disclosure is required by law, or
  - written consent is provided.
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## 12. General Terms

- Customer may not assign rights or obligations without written approval.
- These Terms bind and benefit each party's successors and permitted assigns.
- Failure to enforce a right does not constitute a waiver.
- If any provision becomes invalid, the rest remains enforceable.
- These Terms and the accepted PO form the **entire agreement** between the parties.
- Section headings do not affect interpretation.
- Notices may be sent by mail, email, or recognized courier to the addresses listed on the PO.