



We'll keep you flying

**AIRCRAFT
ELECTRIC
MOTORS**

Serving the aviation industry since 1972
FAA Repair Station MO4R369M

5800 NW 163rd Street
Miami Lakes, Florida 33014, USA
T 305.885.9476
T 800.248.7401
F 305.885.2251
www.aem.us

TERMS AND CONDITIONS OF SALE

1. **Delivery and Shipping:** Goods for repair delivered to Aircraft Electric Motors, Inc. (Hereinafter referred to as the "Repair Company"), shall be delivered to Customer or to any carrier (the "Carrier") for shipping to customer once services are completed by Repair Company. Customer acknowledges that all risk of loss shall pass to Customer upon delivery of the goods by Repair Company to the Carrier. Customer acknowledges and agrees that Repair Company is not liable for goods damaged or lost in transit. Customer must procure insurance with respect to any such goods.
2. **WARRANTIES:**
 - A. **Services -** Repair Company warrants to Customer that, at the time of delivery of repaired goods to Customer, Repair Company's repair services will have been performed in a workmanlike manner. There are no warranties which extend beyond the description on the face hereof. Repair Company's liability and Customer's sole remedy under this warranty are limited to Repair Company's correcting those services which are shown to Repair Company's reasonable satisfaction to have been defective, provided that written notice of the defect shall have been given by Customer to Repair Company within one (1) year after the date of delivery of such goods by Repair Company. Transportation charges for the return of alleged defectively serviced goods to Repair Company and their reshipment to Customer shall be borne exclusively by the Customer in all cases unless otherwise agreed to in writing by the Repair Company prior to shipment of the goods.
 - B. Repair Company shall also provide a limited warranty of one (1) year with respect to parts that require repair or reconditioning within one (1) year from the date of shipment to Customer. In the event that such services are deemed to be necessary by the Repair Company in its sole discretion, Repair Company may charge additional fees to Customer equal to the difference between the cost of repair and/or the rewind of such parts or in any other amounts that the Repair Company deems necessary.
 - C. As a condition precedent to Repair Company's obligation to assist Customer as to honor any warranty, Customer shall have made all payments when due for Repair Company's services.
 - D. Repair Company warrants to Customer that Repair Company shall abide by and conform to the specifications set forth in the appropriate overhaul manuals, operating instructions, technical data or other applicable specifications issued by any original equipment manufacturer, supplier, or which are acceptable to the U.S. Federal Aviation Administration.
3. **Excusable Delays:** Customer acknowledges that delivery dates may be extended due to delay or causes beyond the control of the Repair Company, its suppliers or subcontractors.
4. **Force Majeure:** Repair Company shall not be held responsible for any losses resulting if the fulfillment of any terms or provisions hereof shall be delayed or prevented by civil disorders, wars acts of enemies, strikes, floods, acts of God, or by any other cause not within control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, Repair Company is unable to prevent.
5. **Payment Terms:**
 - A. All work shall be performed in accordance with an individual Purchase Order or a Contract as mutually agreed by Customer and Repair Company.
 - B. Invoices for payment of services, parts, supplies or tools will be initiated at the completion of work.
 - C. All payments shall be net 30 days from date of invoice unless otherwise specified.
 - D. All payments shall be due and payable at Repair Company's place of business in **U.S. Dollars**.
6. **REPAIR COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR REVENUE RESULTING FROM ANY FAILURE RESULTING FROM REPAIR COMPANY'S SERVICES, PARTS, MODULES, TOOLS, OR DELIVERIES.**



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7. Customer agrees to defend, indemnify and save the Repair Company harmless from and against any and all claims, arising out of or in connection with the services rendered by Customer pursuant hereto.
8. This Agreement shall be deemed to have been made in the State of Florida and shall be construed according to the laws of that state. Customer acknowledges that venue and jurisdiction shall be in the state courts of Miami-Dade County, Florida.
9. This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto, and all prior agreements and understandings are superseded hereby. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.
10. Customer acknowledges that if the Repair Company is required to commence any action of any kind against Customer, the parties agree that Customer shall be liable to the Repair Company for reasonable attorneys' fees, costs and pre-judgment interest in connection with any such action including fees incurred at all trial and appellate levels.