

McFarlane Aviation, Inc. Terms and Conditions of Sale

Please see www.mcfarlaneaviation.com for current hours of operation.

ORDERING DETAILS

Orders may be placed by phone or in person 7:30 a.m. - 5:30 p.m. Monday thru Thursday and 7:30 a.m. to 5:00 p.m. on Friday Central Time zone. Orders can be placed anytime by fax, e-mail, or online. All fax and e-mail orders received will be confirmed within one business day. McFarlane is closed for six US holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas. No minimum order amount is required. McFarlane Aviation, Inc. cannot be responsible for delays or non-fulfillment due to electricity or equipment failure, riot, fire, flood, strikes, or other causes beyond our control. McFarlane will provide FAA form 8130-3 Airworthiness Approval Tag for export, on request, provided all of the FAA & importing country's requirements can be met. Please provide the Destination Country. **8130-3 tags cannot be provided once order has shipped.** Additional fees or delivery delays may apply. Large custom orders may require a deposit. Special order items over \$500 require a 50% payment upon ordering, 50% upon shipping. To avoid duplication of orders, mark any follow up purchase orders prominently and clearly "confirming-do not duplicate". Those not marked will be processed as a new order and will be at the expense of the purchaser.

METHOD OF PAYMENT

VISA, MasterCard, Discover, COD, prepayment, ACH, and wire transfer are accepted for payment.

When using a credit card, the card must be in the name of the person or company ordering. For your protection, McFarlane cannot accept credit card info via e-mail. All transactions are in United States Dollars. Credit cards are preauthorized for funds at the time of order with estimated freight; the credit/debit cards are charged the day the order is shipped. International customers can check with their bank or credit card company for conversion rates. When paying by check, the check must have the name of the person or company who ordered on it. Company checks submitted for payment must have the same name as the company named on the invoice. COD guaranteed funds are required for customers with COD orders over \$600. All checks returned for insufficient funds will be subject to a \$30.00 returned check fee. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call accounting at 800-544-8594. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. The opt out of BOC check conversion applies to only one specific check; an opt out must be given with each check. International checks must be payable in U.S. funds and payable through a US bank. Canadian checks required to send for clearing will not be considered received until the 2 to 4 week clearing period. International wire transfers that are under \$1,000 will be reduced by the actual amount of U.S. bank clearing fees. McFarlane Aviation, Inc. will pay all U.S. bank clearing fees for wire transfers over \$1,000. Open accounts can be established for bonafide aircraft service organizations. Credit references are required. Finance charges will be applied to all balances past due on the last business day of each month. The finance charge rate is 1.25% per month of the balance. Payment of finance charges is a condition of continuing credit. An invoice will be put with the shipment and one will be emailed. Please pay from the invoice as no statement is mailed for current balances. To apply for an open account, download a credit application at <http://www.mcfarlaneaviation.com/pdfDocuments/CreditApp.pdf>, print it, fill it out, and then fax it to (785) 594-3922.

For drop ship orders invoices are emailed and a packing list is sent with the shipment when requested. Statements are only mailed if the account is past due. All prices are subject to change without notice. Upon failure of payment, buyer hereby grants McFarlane Aviation, Inc. the right to reclaim all of the inventory. Buyer hereby grants McFarlane Aviation, Inc. a security interest in and to said goods as security for performance of the terms of this agreement.

SHIPPING OPTIONS

Same day shipping will apply to most orders. Custom manufactured items may take longer to process, but normally can be shipped within 3-7 business days.

All orders are shipped Fed-Ex, U.S. mail service, UPS or DHL. Exact freight and insurance charges apply. A handling charge of \$2.75 is added to all domestic orders. A handling charge of \$5.00 is added to all international orders, and \$35 all shipments requiring the FAA Form 8130-3 tag for export. An additional \$1.50 handling charge is added to C.O.D. orders. Certain products have restrictions due to size or shipping air. Additional crating charges may apply for certain products. Labor charges apply for certain certifications. Shipping terms are F.O.B. Baldwin City. International Inco term: FCA Baldwin City. Title of goods transfers when shipment leaves Baldwin City, KS and has been paid in full. All shipments are insured unless otherwise instructed. Product damage or loss incurred in transit is the responsibility of the carrier. McFarlane will provide customers with assistance in tracking packages and filing claims.

RETURNS

Please call or e-mail our sales department for a return authorization number and instructions. A refund cannot be issued on any product returned without proper FAA identification, i.e. lost or unreadable part numbers and lot numbers. Returned merchandise and packaging must be in a sellable condition. Any product returned may be subject to a re-stock fee to be determined by McFarlane. Custom and special order items are non-returnable. McFarlane Aviation, Inc. will make a good faith effort for prompt correction or other adjustment with respect to any product which proves to be defective within the warranty period. Customer assumes risk of loss while in transit; it is highly recommended the returns be insured.

CHANGES OR CANCELLATIONS

Please contact us for changes or cancellations. We will make every attempt to change or cancel an order when requested. However, since same day shipping is usually provided, a request for changes or cancellations may not be possible. Shipping charges, refusal fees, and special handling charges will be the responsibility of the purchaser if applicable. Custom jobs will be charged to the degree of progress.

USE OF MCFARLANE AVIATION PRODUCTS

Due to the possibility of error in eligibility data or misprints published by McFarlane Aviation, Inc. and/or the possibility of non-standard aircraft configurations, McFarlane Aviation, Inc. cannot be responsible for eligibility of our products. In addition, McFarlane Aviation, Inc. does not exercise control over the installation or use of McFarlane products, and therefore cannot be responsible for misuse or improper installation. The user of McFarlane Aviation, Inc. products must verify installation, eligibility, and proper installation and function. McFarlane Aviation, Inc. disclaims any liability for product defect claims that are due to product misuse, improper product selection or misapplication, and any descriptions that does not express or imply a warranty that the products are merchantable or fit for a particular purpose.

If you resell McFarlane Aviation, Inc. products, you must exercise due diligence to conform to policies and regulations of U.S. Export requirements and restrictions.

WARRANTY

All products are warranted for one year from the date of sale to the original consumer against defects in workmanship and materials. McFarlane Aviation, Inc.'s only obligation shall be to repair or replace the product at the manufacturer's option provided it is returned transportation prepaid to the factory within one year from the date of sale to the original consumer. Defects or failures due to incorrect installation, improper usage or handling, or by any other condition beyond our control, as to any and all of which McFarlane Aviation, Inc. will be sole judge, are specifically excluded from this warranty. This warranty gives you specific legal rights.

Warranty for product not manufactured by McFarlane is determined by the manufacturer. Contact a McFarlane representative before returning product for information and instructions. Not all products need to be returned. Shipping may be refunded after evaluation but customer assumes risk of loss while in transit.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES COVERING THE PRODUCTS, AND MCFARLANE AVIATION, INC. SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, OR RESULTING FROM ANY DAMAGE TO, OR DEFECT IN, SAID PRODUCTS. TO THE EXTENT ALLOWED BY LAW, EXCEPT FOR THE WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT, MCFARLANE AVIATION, INC. HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

JURISDICTION AND VENUE

The sales agreement was formed in the state of Kansas and shall be governed by the laws of the state of Kansas. By purchasing a product(s) from McFarlane Aviation, Inc., customer hereby submits itself to the jurisdiction of the State of Kansas for all disputes arising from or relating to this Agreement or either parties' performance (or lack thereof) of any obligation under this Agreement. Venue for adjudicating the merits of any claim arising from this agreement shall be solely the **Kansas District Court for Douglas County, Kansas, and Customer hereby waives any claim of improper venue or that such forum is not convenient**; provided, however, that notwithstanding the foregoing, a lawsuit may be filed by a party (the "Plaintiff" against the other party (the "Defendant") in a court located in the State and County in which the Defendant's primary place of business is located. Claims made under this agreement shall be made within twelve months of the date of purchase, and the parties to this agreement hereby waive any longer statute of limitations that may be applicable.

In the event that legal action be instituted to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs including costs of collection and reclaiming inventory.

TRACEABILITY

All McFarlane Aviation, Inc. parts are fully traceable with the lot number that is marked on each part or its packaging. McFarlane maintains traceability to all purchases, raw materials, processing, inspections and testing using this number. Record this number in your aircraft maintenance records and you will always have traceability of our replacement parts. Upon request with a valid lot number, specific information will be provided at no charge. If a complete or extensive level of detail is requested (e.g. details for all levels of sub-assemblies), then an administrative fee may be charged as the amount of data can be substantial.