



## WENCOR GROUP TERMS AND CONDITIONS OF SALE

**APPLICABILITY** These terms and conditions of sale are applicable to Wencor, LLC and all of its affiliated entities (hereinafter "Wencor") and to any of its customers (hereinafter "Customer"). By accepting delivery, Customer agrees to be bound by these terms and conditions of sale, notwithstanding Customer's terms and conditions—whether or not supplied to Wencor at any time.

**ORDER ACKNOWLEDGMENT** Upon Customer's request, Wencor will acknowledge receipt of hard copy purchase orders, and acceptance or denial within one (1) business day. 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.

**ORDER MINIMUMS** Unless other terms have been agreed to, minimums are \$50 per order for orders received via email, fax or Wencor's e-commerce website.

**PRICE QUOTES** Every effort will be made to maintain the listed or quoted prices; however, prices are subject to change without notice due to changes in costs. Prices and availability information received from Wencor sales 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 else such invoice balances will be subject to an interest charge of 1.5% per month 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. 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 "Open Credit Application" form and then fax the completed form back to 801-489- 2101. The form is available online under Resources as an Adobe Acrobat PDF document. Only Wencor's "Open Credit Application" will be accepted for credit terms. Credit terms and credit limit are not given until credit application is fully approved and processed. Credit limits may be adjusted by Wencor at its sole discretion.

**DELIVERY** Standard orders for stocked items will ship by the end of the next business day unless delayed delivery is requested. Expedite, or "must ship" orders for stocked items will ship same business



day. Ground shipments and orders with more than 10 lines do not qualify for same day shipping. The cut off time to receive an order for same day shipment is 3:00 PM local warehouse time. To guarantee shipment after 3:00 PM local warehouse time, the order must be upgraded to AOG status and the associated AOG fee may apply. If an item is out of stock, Customer will be notified and an approximate shipping date will be provided for any back-ordered item. Although Wencor will make every effort to meet the shipping dates provided, Customer acknowledges and agrees that Wencor shall not be liable for any resulting charges incurred by the Customer on account of shipping delays. Customer may submit a written request to cancel any item which is excessively delayed. In the event that parts are provisioned specifically for the Customer, Wencor reserves the right to charge Customer 100% of the associated cancellation and restocking fees. Quantity variance of +/-2% on all seals, packings, o-rings and standard hardware.

ALL ORDERS WILL BE SHIPPED EXW (Ex-works) or F.O.B. ORIGIN UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.

Rush Order (AOG, Work Stoppage, or Counter-to-Counter) fees are as follows:

**AOG FEE**

\$250 - 24 hours, 7 days a week unless otherwise agreed

**AOG CONTACT**

Europe, Middle East and Africa: +90 530 238 76 02

South Asia, Southeast Asia and Oceania: +65 6556 4125

Americas and Eastern Asia: 770-626-3720

Please contact your sales representative for AOG assistance during business hours.

**CERTIFICATION** Wencor maintains complete traceability on all New (NE) parts. If Customer orders or accepts New Surplus (NS, AR, SV) parts, customer accepts that complete traceability may not be available. All shipments are accompanied by a Wencor Certificate of Conformance at no additional charge. If a copy of the manufacturer's certification is required, this must be stipulated on Customer's purchase order. Certification requirements 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 directed to your sales representative, and when available, a charge will apply. If test reports are required, it must be clearly noted on Customer's purchase order. FAA 8130-3 forms are issued with Wencor PMA or Wencor overhauled parts.

**PACKAGING** Wencor packages its product to prevent accidental damage during shipment and storage. Parts 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. Prices quoted on Wencor's website 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, parts will be shipped with Wencor's standard label.

**RETURN POLICY** Under certain conditions, shipments of parts regularly carried in stock may be returned within sixty (60) days of invoice date. Within this time requirement, please contact a Wencor sales representative for a Return Material Authorization (RMA) number. A Customer who does not obtain an RMA will be responsible for any excess costs incurred. Parts must be returned in the original Wencor packaging and with a copy of the original shipment's paperwork. Parts not returned in Wencor packaging, or without a valid RMA number, will not be accepted. Where parts are returned for reasons other than an error by Wencor, restocking fees will be charged.

**DAMAGED GOODS** In the event that material is damaged in transit, Customer must notify Wencor within five (5) business days of said damage and request a credit or replacement order. Photos of the damaged packaging must also be included with the request.

**WARRANTY** New Wencor PMA parts and Wencor overhauled parts are warranted to be free from defects in material and workmanship at the time of delivery. If at the time of delivery or within twelve (12) months thereafter, or upon installation into an end item provided that such installation occurs within twelve (12) months after delivery of the part, such part is found to be defective in material or workmanship, Wencor shall, if it confirms the existence of the defect, replace such defective part at its own expense and with reasonable promptness. The Customer is required to provide Wencor with written notice of a claimed defect, including reasonable proof that the defect is covered by the warranty, within one month after the defect becomes apparent. Wencor's liability for breach of any obligations with respect to the sale of the part is limited to refunding or crediting the invoice price of the product, or, at Wencor's option, replacement of the material, but not the cost of installation, removal, or collateral cost. FOR ALL OTHER PARTS, CUSTOMER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM WENCOR IN WENCOR'S CAPACITY AS A DISTRIBUTOR OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. CUSTOMER ACKNOWLEDGES THAT IT WILL PURSUE WARRANTY CLAIMS REGARDING SUCH PARTS AGAINST THE MANUFACTURER AND THAT WENCOR MAKES NO WARRANTIES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE REGARDING SUCH PARTS.



**EXPORT RESTRICTIONS** Customer agrees to not 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 requires End-Use Statements for all orders.

**VENUE SELECTION/CHOICE OF LAW** This agreement shall be deemed to have been made in the State of Georgia, U.S.A. and shall be interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles. Customer consents to the exclusive jurisdiction of the state and federal courts of the state of Georgia, 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. 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 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.

**EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY** In the event Customer claims that Wencor has breached any of its obligations under this agreement, 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 under this agreement except to refund such purchase price. 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, ANY DAMAGE TO AIRCRAFT, OR FOR LOSS OF USE.

Revised July 2016