



Terms and Conditions of Sale

Dialed In Aero (the "**Seller**") owns or is responsible for certain aircraft and engine parts (referred to as "**Parts**"). The Seller has agreed to sell these Parts to the buyer (the "**Customer**"), who agrees to purchase them under the terms outlined in this Agreement. In exchange for these mutual agreements and the value provided, both parties acknowledge the terms and agree to proceed as follows

Agreement

When the **Customer** receives a **Quotation**, the terms of this Agreement automatically apply to it. This Agreement governs the sale of Parts and is part of the Quotation, which outlines the purchase terms. Once the Customer accepts the Quotation (and this Agreement), they must send a **Purchase Order** for the specified Parts to the Seller. After receiving and accepting the Purchase Order, the Seller will arrange for Delivery of the Parts. This Agreement replaces all previous agreements and communications. The terms of the Quotation (and this Agreement) take priority over the Customer's terms, even if submitted with the Purchase Order, and apply instead of any conflicting terms the Customer tries to impose. Accepting the Customer's Purchase Order doesn't mean agreeing to their terms, and any special conditions must be written and specifically amend or supplement the Quotation.

Pricing & Payment

The Customer must pay the full purchase price for the Parts specified in the Quotation and invoice (the "Purchase Price") by wire transfer in U.S. Dollars, free of any deductions or taxes, to the Seller's designated account. The Seller retains ownership of the Parts until full payment is received, at which point ownership transfers to the Customer ("Delivery"). Prices are valid for 30 days and subject to credit approval. Invoices are due within 30 days unless otherwise stated in the Quotation. The Purchase Price does not include taxes, which the Customer must pay promptly. The Customer will indemnify the Seller for any taxes, fines, or penalties related to the sale and reimburse the Seller if the Seller has to pay any on the Customer's behalf. Customer will be responsible for any collection costs, including attorney's fees for late payments if applicable.

Order Confirmation

All orders from the Customer must be in writing and are subject to the Seller's approval. An order is not confirmed until the Seller issues an invoice. The Customer is responsible for ensuring the accuracy of their order.

Returns

Returns for credit must be requested within 30 days from the invoice date and require written authorization to return. Returns are the Customer's expense and requests and will be subject to a 10% restocking fee. Returns after 30 days will be denied. Parts must be returned in their original condition, including all documents and certificates.

Delivery Terms

Delivery is ExWorks at the Seller's facility in Mesa, AZ (or another location the Seller may choose), unless agreed otherwise in writing. Parts will be packaged according to the Seller's standard procedures. The Customer must notify the Seller of any nonconforming Parts within 30 days of receipt, return them at their own cost, and allow the Seller a reasonable time to replace them.



Delay in Delivery

The Seller is not responsible for delays caused by factors beyond their control, such as government actions, natural disasters, pandemics, labor strikes, or issues with third-party suppliers. If such delays occur, the delivery date will be extended as needed. The Seller is also not liable for lost profits, business loss, or any other indirect or special damages. The Customer agrees that the Seller's total liability for any delays is limited to the amount the Customer paid for the Parts.

Title and Risk of Loss

The Seller guarantees that they will have full legal ownership of the Parts when they are delivered to the Customer. The risk of loss or damage to the Parts passes to the Customer upon Delivery. However, the Seller retains ownership of the Parts until the full purchase price and any other amounts owed by the Customer are paid.

If the Customer hasn't paid in full, the Seller can reclaim the Parts at any time, enter the Customer's premises to do so, or ask for the Parts to be returned. Any actions taken will be at the Customer's cost, which must be reimbursed to the Seller.

Warranty Terms:

AR-AS-IS (As Removed As Is): No warranty expressed or implied, except as to title. This condition has no return provisions of any kind.

AR-GR (As Removed Guaranteed Repairable): There is no warranty except that the unit is repairable. A repair cap must be agreed upon at the time of sale. If the repair cost exceeds the cap, the customer can return the unit for a full credit. The unit must be approved for return by Dialed In Aero. The customer has 60 days from the shipment date to determine if the unit is repairable and an additional 15 days to return it. This return policy is void after 75 days from the shipment date

SV (Inspected, Tested, or Repaired): Thirty (30) days from the date of shipment.

OH (Overhauled): No warranty except MRO's warranty will be assigned.

NS (New Surplus): No warranty except MRO's warranty will be assigned.

NS (New Surplus): No warranty except MRO's warranty will be assigned.

Customer's Insurance

Quotations do not include insurance for the Parts delivered. The Customer must, at their own cost, maintain insurance for aircraft hull (or spares) and aviation general liability, covering the Parts. These insurances must be in place at the time of delivery and meet industry standards. The insurance must be primary and waive subrogation in favor of the Seller.



Indemnity

The Customer agrees to protect and hold harmless the Seller and its affiliates from any losses, damages, claims, or legal costs resulting from property damage, personal injury, death, or other civil damages related to the sale or use of the Parts. This includes damages from the use, operation, maintenance, or repair of the Parts, as well as breaches by the Customer of any terms in the agreement. However, the Customer is not required to indemnify the Seller for claims resulting from the Seller's gross negligence or willful misconduct. This indemnity continues even after the agreement ends.

Limitation of Liability

The Seller is not liable for any loss (including death) or damage related to this Agreement or the Quotation, including loss of profits, business interruptions, lost sales, lost use, or lost opportunity, whether direct or indirect. The Seller is not responsible for any claims, and any legal remedies the Customer might have are excluded, except where prohibited by law. In such cases, the Seller's liability will be limited to the Purchase Price paid for the Part.

Governing Law

If the Customer is based in the U.S., this Agreement will be governed by Arizona law. If the Customer is based outside the U.S., it will be governed by New York law. Disputes will be settled in the federal or state courts of Arizona (for U.S.-based customers) or New York (for international customers), unless the parties agree otherwise. The Customer agrees to pay the Seller's costs, including attorney's fees, to enforce this Agreement. The Customer also waives: (a) the right to a jury trial, (b) objections to the court location, and (c) objections to service of process by certified mail.

Export Compliance; Sanctions

The export and re-export of goods and related technical information under this Agreement are subject to the export laws of the United States of America. Customer shall be responsible for applying for, obtaining and maintaining all required export licenses and approvals and complying with all applicable export reporting requirements. Seller does not guarantee the issuance of such licenses or their continuation in effect once issued. Customer covenants that it will not, directly or indirectly, export or re-export any goods or technical information received from Seller to any destination if such export or re-export would violate the laws of the United States of America.

Further, the Customer agrees to follow all laws and regulations related to the ownership, installation, operation, and maintenance of the Parts. The Parts are subject to U.S. Trade Control Laws, and the Customer will not sell, transfer, or lease the Parts to anyone who is (or is affiliated with) a target of sanctions or listed on restricted persons lists from the U.S., European Union, United Kingdom, or other authorities.

The Customer agrees to protect and indemnify the Seller from any liabilities resulting from the Customer's failure to meet these obligations.



Entire Agreement

This Agreement constitutes the entire agreement between the Seller and Customer and, taken together with the Quotation, supersedes all previous oral and written agreements and commitments. Seller rejects any of Customer's inconsistent conditions in purchase orders or however stated and such shall not be part of this Agreement, unless specific and explicit references to changes to this Agreement are made in writing by an authorized representative of Seller.

Confidentiality

The Customer acknowledges that they will receive confidential information from the Seller under this Agreement, including the terms of the Agreement, Quotations, drawings, and other related information ("Confidential Information"). This does not include information that is already public, in the Customer's possession, or received from a third party who can disclose it. The Customer agrees to keep this information confidential and will not share or use it for any purpose other than as specified in the Agreement. The Customer may share it with necessary employees, partners, or advisors ("Disclosees"), who must also keep the information confidential. The Customer can disclose the information if required by law or a court order, but must notify the Seller and limit the disclosure as much as possible.

Severability

If any part of this Agreement is found invalid or unenforceable by a court, the rest of the Agreement will still remain valid and enforceable.

Survivability

If this Agreement expires, is completed, or is terminated, Customer shall not be relieved of those obligations contained herein. All the provisions will survive the termination.

Assignment

This Agreement (or any Quotation) may not be assigned by either Seller or Customer without the prior written consent of the other party.

Expenses

Except as otherwise provided herein or in a Quotation, each of Seller and Customer shall be responsible for the costs and expenses incurred by it in connection with the negotiating of the Quotation and the consummation of the transactions contemplated hereby, including attorneys' fees and technical and/or appraisal costs.

Waivers

The waiver of performance of any term of this Agreement in a particular instance shall not constitute a waiver of any subsequent breach or preclude either party from thereafter demanding performance thereof according to the provisions hereof.

Unenforceability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.