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# TERMS & CONDITIONS

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## Risk of Loss

All risks of loss or damage to the parts sold will be borne by the buyer once the shipment has been accepted by the carrier and claims for loss or damage shall be only against the carrier. Claims of carrier service failures will be processed in accordance with the carrier's policy with the cooperation of Aerotar Aviation.

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## Payment

All parts listed herein are sold for cash, by check, or duly certified by a bank satisfactory to Aerotar Aviation and payable in such money, unless otherwise specified. Aerotar Aviation shall retain possession of title to and a lien upon the parts until fully paid for by the buyer. Payment in full is due on or before the 15<sup>th</sup> or 30<sup>th</sup> day following the invoice date for customers who have established a charge account. Customers who have not established credit with Aerotar Aviation may pay in advance via Visa, MasterCard, American Express (3.5% processing merchant fee applies) or by C.O.D. (additional handling fee applies), in accordance with the statement above. Any account not paid within 30 days past the due date shall be subject to a monthly \$35 late fee, and to any collection costs, including reasonable attorney's fees of Aerotar Aviation.

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## Returns

Parts ordered from our regular stock inventory may be returned for any reason within 15 days with no restocking fee. After 15 days, return authorization is required and may include a 15% restocking/re-inspection fee. Parts ordered from our non-standard inventory including parts, require return authorization and are subject to a 25% restocking fee. Special-ordered parts, custom built exhaust systems, and special projects may not be returned. In all cases, parts must be unused and in resalable condition, with all original documentation intact, including, but not limited to, manufacturer's certification and FAA/EASA airworthiness tags. All returns must be shipped prepaid by the customer including customs charges, duties, and brokerage.

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# Storage of Parts

Aerotar Aviation, Engineering & Welding, is not responsible for any loss of parts sent into Aerotar Aviation. Parts sent in become the property of Aerotar Aviation after a period of 90 Days. Parts sent in without any documentation will be quarantined for a period of 90 days and then recycled.

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## Core Returns

Cores may be returned at any time. All cores must be returned in a repairable condition, it must be “as removed from aircraft” and fully assembled to be eligible for full credit. Once your core has been received and credit issued, our custodial responsibility for your core is terminated, and it becomes Aerotar Aviation property. If your core is cut apart or disassembled, please let us know before the sale so we may reduce or waive the core deposit and record that agreement on the sales invoice. Core and stock returns must be shipped prepaid of all shipping charges, duties and taxes. All cores returned need to have a removal tag or equivalent paperwork including the aircraft serial number. Cores without traceability cannot be accepted.

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## Claims

Claims for shortages, defects, and errors must be made within 5 days of receipt of parts.

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## Warranty

Aerotar Aviation, Engineering & Welding, offers a one-year unlimited hour of operation warranty against defects in material and workmanship, under ordinary use conditions as defined by industry standards.

The warranty shall not apply to any improperly installed parts. The warranty shall not apply to any parts that were subject to misuse, neglect, damaged or altered in any way outside our company premises.

On Partially repaired parts, our warranty only covers the workmanship of our repairs. Areas that were not repaired by Aerotar Aviation are not covered by our warranty.

Since Aerotar Aviation has no control of how parts are stored, used, handled or installed once they leave our company premises; we make no warranties other than to repair the defective part or to refund the purchase price, at our option. The recipient or user agrees to assume all risk and liability whatsoever for any incident or consequential injury, downtime, labor, damage of property or any circumstance arising from the sale, even if same is caused by the oversight or error of Aerotar Aviation.

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Aerotar Aviation parts are repaired and manufactured to factory standards. Our warranty policy guarantees reasonable fit with factory standard parts. Our warranty does not include fit with parts that are not factory standard equipment, deformed, damaged, or warped. Any warranty claims concerning fit must be authorized by Aerotar Aviation prior to any returns being made. If a part does not fit it must be returned for adjustment along with any parts requiring adjustments. Additional charges may apply to rework additional parts. This warranty does not apply to custom built, home built, or one-of-a-kind products.

All warranty claims returns must be shipped prepaid of all shipping charges, duties and taxes.

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## **Prices and Quotations**

All prices are in US Dollars. All quotes are quoted in US Dollars. Quotations are valid for 30 days from the date quoted. Quotes for custom work, home built, and one-of-a-kind products are approximations and may exceed the quoted price by 25%. As such, the products may require additional adjustments to optimize fit and performance.

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## **Governing Law and Jurisdiction**

These terms and conditions shall be construed in accordance with and governed by the laws of the United States. Exclusive jurisdiction and venue of any legal action arising hereunder or out of the sale of parts by Aerotar Aviation shall be in the Courts of Florida state.

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## **Technical Data**

All technical data used by Aerotar is latest/updated versions unless requested otherwise by customer.

# Shipping Made Easy

Aerotar Aviation, Engineering & Welding, has excellent discount rates with our various freight companies to meet your shipping requirements. Ground, Air, Next Day, Oversized or Overseas we can accommodate you. We can provide next day service to most destinations in the United States of America. To make shipping easy all you need to do is contact us at 786.464.9702 to speak to one of our knowledgeable logistics coordinator.

## **Our Address:**

Aerotar Aviation  
4089 NW 135 St.  
Opa-Locka, FL 33054