

## 1.0 ACCEPTANCE

The purchase order to which these trading terms and conditions are appended, inclusive of these general terms and conditions and any specifications, drawings, requirements or other attachments thereto or hereto, constitutes the sole and entire agreement between the parties. All references herein to "this purchase order" shall include the order documentation constituting a purchase and arrangement signed and effective as between the parties, whether initially presented as a purchase order by Buyer, as supplemented by these trading terms and conditions and any specifications, drawings, requirements or other attachments thereto or hereto, and as may be from time to time amended or supplemented by other specifications, drawings, requirements or other modifications and agreements in writing and signed by each of the Buyer. Except as reflected in a writing accepted and signed by each of Buyer, any terms or conditions contained in a Buyer purchase order, that are in conflict with these trading terms and conditions shall be deemed rejected and not part of this purchase order. Terms and conditions in any such Buyer purchase order, with respect to which terms or conditions these general trading terms and conditions are silent, shall be deemed incorporated in and made a part of this purchase order only to the extent of specifying the nature and description, and the pricing and payment terms, of all goods ordered and then only to the extent that such items are not inconsistent with the other terms set forth in these general terms and conditions. No other terms or conditions shall be binding upon Buyer unless in writing specifically referencing these general terms and conditions and signed by each of Buyer.

## 2.0 CHANGES AND TERMINATIONS

Buyer may, by written change orders, requirements, method of shipment and place and time of delivery. If any change causes an increase or decrease in the cost of, or the time required for, performance, an equitable adjustment shall be made to the purchase price or other relevant terms or conditions of this purchase order. By written notification delivered to Seller any time prior to delivery of the goods that are the subject of this purchase order, Buyer may terminate or cancel an order. Seller shall, upon receipt of Buyer's notice of termination, stop all work, except as otherwise directed by Buyer. Any amounts which Seller may claim as a result of termination shall be limited to reasonable costs incurred by Seller directly connected with the work actually performed prior to receipt of Buyer's notice of termination. Such amounts shall be reduced by any refunds or salvage values available to Seller and the aggregate amount of any previous payments made to Seller. Under no circumstances shall the total payments exceed the total price of this order. Upon such payment, title for materials and goods shall pass to Buyer. Upon Buyer's written notification of

termination of an order, Buyer will not be liable for the cost of any material ordered in advance of a 60 days delivery schedule, unless such advance order shall have been expressly and in writing authorized by Buyer. Any request by Seller for adjustment of the purchase price or other amounts due under this purchase order shall be made promptly upon receipt of a change order, but in any event within 30 days of the date of Buyer's change order.

### **3.0 DELIVERY AND PACKING**

All goods are to be packed in suitable containers for protection in shipment and storage. Any parts are to be properly preserved and packed in containers which will afford protection against handling damages and/or atmospheric deterioration. Seller shall be responsible for goods until delivered at the designated delivery point regardless of the point of inspection, and Seller shall bear all risks as to rejected goods after notice of rejection. Seller shall mark Buyer's order number on all invoices, packages, bills of lading and shipping orders. Unless otherwise provided herein, hereunder vests in Buyer only upon final inspection and acceptance at Buyer's designated facility. The seller must supply the goods as agreed in the contract of sale, together with such evidence of conformity as may be required by the contract. If Buyer requests Seller to make direct shipments to Buyer's customers, Seller must provide two copies of the necessary certifications and documents both to the Buyer and to Buyer's customer.

### **4.0 WARRANTIES**

Seller warrants that the goods to be supplied under this purchase order are fit and sufficient for the purpose intended, that they are merchantable, of good quality, and free from defects, in material and workmanship, and conform to all specifications, drawings, and requirements. Seller agrees, at its own expense and whenever and as often as requested by Buyer, to furnish and deliver to Buyer evidence, in form and substance satisfactory to Buyer, showing that each and all of said specifications, drawings and requirements have been fully and completely met. Seller agrees that it shall hold Buyer harmless from any claim asserted by any third party, on any legal theory, arising from any defect in material or workmanship of the items purchased hereunder. All work shall be done in a professional and careful manner. These warranties are in addition to and not exclusive of, any others which may be implied by law or custom.

### **5.0 COMPLIANCE**

Seller warrants that all goods and services sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all terms and conditions listed on all parts of the this purchase order, all applicable laws and regulations including, but not limited to, the Federal Aviation Administration rules and regulations, the Federal Occupational Safety and Health Act as amended, Executive Order 11246 and any subsequent laws relating to equal

opportunity in employment, and any other applicable statutes, rules, regulations, and orders of the United States and of any state or political subdivision thereof. Seller certifies that it will conduct all operations involving the sale of products and/or the provision of services to Avparts International in full compliance with all applicable laws, including anti-corruption laws, and that no portion of any payment received from Avparts International will be used to violate any law or will be corruptly provided on Avparts International's behalf to any government official.

### **6.0 DELAYS**

Time is of the essence. If Seller does not ship as ordered on or before the shipping date shown on this purchase order, Buyer may terminate this order or the undelivered part thereof. Such cancellation shall be without prejudice to, or waiver of, Buyer's right to recover damages therefore.

### **7.0 DATA AND MATERIAL**

Seller agrees not to use or disclose any data, designs or other information furnished by or belonging to Buyer, except in performance of this order. Upon Buyer's request such data, designs or other information, and any copy thereof, shall be returned to Buyer. If Buyer furnishes or specifies any materials or processes for fabrication hereunder, Seller agrees to provide certification copies for specified materials or processes and agrees not to use any other material or process in such fabrication without Buyer's written consent. Buyer agrees not to use or disclose any data, designs or other information furnished by or belonging to Seller, except in connection with Buyer's use of the goods that are the subject of this purchase order.

### **8.0 INSPECTION AND QUALITY CONTROL**

Seller shall ensure that its personnel are competent and have the required skills, qualifications and training reasonably necessary to perform the work and to fabricate the goods that are the subject of this purchase order. Seller and all of its suppliers shall maintain a quality management system that ensures supplies and services comply with all Buyer requirements. Seller shall ensure that its quality management system and other records systems include procedures for identifying, tracking, reporting and auditing the identification and revision status of all specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data relating to this purchase order. Seller shall maintain procedures to ensure that product which does not conform to specified requirements is prevented from unauthorized shipment to Buyer. If Seller has reason to believe that nonconforming material may have been inadvertently shipped, Seller shall immediately notify Buyer. If Seller believes a deviation from the requirements of this purchase order is in order, Seller shall provide notice of the contemplated deviation to Buyer, and such deviation shall be subject to the prior written

# AVPARTS INTERNATIONAL

F-840-012

## Terms & Conditions of Purchase

---

approval of Buyer. Seller must obtain Buyer's written approval for nonconforming product disposition. Seller must provide advance written notice to Buyer of any significant changes (pertaining to what is required on Buyer's purchase order) to Seller's product and/or process, method, material, manufacturing facilities changes, changes of Seller's suppliers, and Seller shall obtain Buyer's written approval of such changes as it may affect the goods or services subject to Buyer's purchase order, where required. Seller and its suppliers must allow Buyer, Buyer's customers (and such customer's representatives, and all relevant governmental/regulatory authorities) on-site verification of Seller's and its suppliers' quality management system, manufacturing process and product. Seller shall allow Buyer and such other persons access to the applicable areas of all facilities, at any level of the supply chain involved in the order and to all applicable records; provided that Buyer's inspection or other verification of such matters shall not be cited by the Seller or its suppliers as evidence or approval of effective control of quality and shall not absolve Seller or its suppliers of its or their responsibilities to provide acceptable product and to comply with all relevant requirements. Seller and its suppliers, including dealers and distributors, are responsible for ensuring that the applicable requirements (including customer requirements) of this purchase order flow down to lower tier suppliers of the supply chain who provide raw material, components or process services used in the product or service provided. Seller must ensure that applicable records relating to this purchase order and the products and services supplied hereunder are retained for a minimum of 7 years. All governmental or other authority/regulatory approval requirements must be met prior to shipment of any item of this purchase order. The format and content of release documentation and quality records will include, when applicable, but not be limited to, the following: Approval Certificates of Conformity, Test Reports, Material Certification, Chemical Analysis, Travelers, non-conformance documentation/rejection tags, FAA 8130-3 tags, Statement of Non-Incident, last certified operator, MSDS, and, for life limited parts, full back to birth traceability including all readiness log information and or the respective Folio12 information. Any deviations must be specified explicitly in this purchase order. Seller must have a system for reporting defects, un-airworthy and counterfeit parts (material authenticity assurance plan according to AS6174) conditions. All work shall be subject to inspection and test by Buyer and/or Buyer's customer, including, but not limited to, the United States Government. All materials or articles ordered may be subject to: (i) inspection during the period of manufacture (ii) inspection prior to shipment; and (iii) final inspection and acceptance at destination, notwithstanding any prior payment or inspection and acceptance. Seller shall inspect and document all work hereunder pursuant to high standards of quality control. Any material failing to meet Buyer's or its customer's standards may be



# AVPARTS INTERNATIONAL

F-840-012

Terms & Conditions of Purchase

---

rejected by Buyer, who may return rejected work to Seller, for which Seller shall refund the price and pay to Buyer the costs incurred by Buyer. If Avparts should request from the Seller a response to a corrective action request, Seller should update the corrective action. If the corrective action is not in timely manner or effective, Avparts have the right to eliminate the Seller from the Approved supplier list.

## **9.0 GOVERNMENT CONTRACTS**

If a purchase order indicates that it is placed under a Government Contract, it is subject to all applicable Government Laws and Regulations, including those attached hereto. All documentation (i.e., purchase order, packing list, etc.) must reflect government contract number.

## **10.0 CHOICE OF LAW**

This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Florida. Each of Buyer and Seller irrevocably and unconditionally submits to the jurisdiction and rules of the American Arbitration Association in Florida for the resolution of any dispute arising under or related to this Agreement; provided that, the decision of any arbitrator or panel of arbitrators convened under such rules shall be final and binding on the parties and shall be enforceable in the state or federal courts located in the State of Florida or in any other court with jurisdiction over the parties and capable of enforcing the arbitrator(s) decision, and each of Buyer and Seller waives any objection relating to the basis for personal or in rem jurisdiction or to venue which it may now or hereafter have in any such arbitration, suit, action or proceedings.

**QUALITY POLICY**

Avparts® is committed to achieving customer satisfaction by providing quality products and service delivered on-time. We accomplish this, while maintaining profitability, through the use of efficient processes and continual improvement of our system.

**QUALITY OBJECTIVE**

- Customer Satisfaction
- High Quality Products
- On time Shipments
- Efficiency
- Continual Improvement

**STRATEGIC DIRECTION****VISION**

Deliver perfect parts on time, every time.

**MISSION**

Avparts will provide the best quality aviation parts worldwide with the fastest and most reliable delivery system possible.

The primary goal of Avparts is to be working in the field of International Air Carriers and their Technical Maintenance Companies with success. Through the latest technologies and dependable services, we strive to satisfy the demands of our clients with high inventory levels and full automatic inventory management systems.

**GOALS**

We are committed to:

Make order shipments in 48 hours for the parts in stock  
and Lead Time + 5 days for the parts which are not in stock.  
World Class Customer Service and Support.  
Accuracy of shipments with Zero Escapes.

---

**Top Management Approvals:**

Title: PRESIDENT

Name AHMET ENGIN

Date 8/15/2014