

# AV-Spareparts GmbH Terms and Conditions of Sale

## **INDEMNITY**

Seller and Buyer shall indemnify, defend, and hold harmless AV-Spareparts GmbH and its employees, from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) any inaccuracy, error, delay, or omission, non-performance, interruption of information due either to any negligent act or omission by AV-Spareparts GmbH. Transfer of purchase price for the parts shall be deemed to constitute acceptance of the terms and conditions contained herein.

## **PRIVACY:**

AV-Spareparts GmbH is committed to respect your privacy, maintaining your trust, and making use of any information you provide us in a responsible manner. AV-Spareparts GmbH does not sell, rent, or loan your personal information collected on our website to ANY third party, ever. AV-Spareparts GmbH is not responsible for any damages or injury resulting from your use of this website.

## **AVIATION PARTS:**

Offered components are in serviceable condition and certified by EASA and/or the FAA. The restoration of overhauled and repaired components are under instructions of CMM (Components Maintenance Manual) according OEM (Original Equipment Manufacturer) which includes of maintenance release statement Part 145. AV-Spareparts GmbH also offer and sale as removed parts. All offered parts herein are subject to prior sale and excluding any warranty. The available part records are subject to inspection and verification by the purchaser or purchasers designated agent. Part specifications are subject to change without prior notice. All interested parties for purchasing a part should rely upon their own inspection of the part and its available associated records. All offers and sales are "as is" and there is no warranty which will extend beyond the description on the face thereof. Unless otherwise is agreed in writing. The customer has no right to return the parts without acceptance by the supplier.

## **LIABILITY:**

IN NO EVENT WILL SELLER (OR ITS SUPPLIERS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM ANTICIPATED OR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS, LOSS OF MARKET SHARE, LOSS OF GOODWILL OR MANUFACTURING EXPENSES AND ANY OTHER LOSS OR LOSSES THAT MIGHT ARISE AS A DIRECT OR INDIRECT RESULT OF THE SALE OR USE OF THE PRODUCTS OR AS A RESULT OF SELLER'S NON PERFORMANCE OR INADEQUATE PERFORMANCE OF ITS OBLIGATIONS, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **ORDER:**

Any purchase orders (hereinafter called P.O.) is accepted via E-Mail. All placed P.O. must include contact details, shipping address, billing address and customers courier with courier account. Every quoted prices will be valid for ten (10) business days only, prices are subject to change (without notice). If any change occurs in pricing, customer will be notified before component shipped and given the opportunity to cancel placed P.O. All returned items are subject to 30% re-stocking fee. AV-Spareparts GmbH reserves the right to sub-contract its obligations under the contract or any part thereof.

## **DELIVERY:**

All deliveries will be made "F.O.B." place of shipment and will be shipped EXW (Incoterms® 2010) origin via the arrangements that have been made. Delivery will be deemed complete and risk of loss or damage to the Products will pass to the buyer upon delivery to the carrier. Buyer acknowledges that delivery dates provided by seller are estimates only, and seller shall not be liable for any delays in delivery or for failure to perform due to causes beyond the reasonable control of seller, nor shall the carrier be deemed the agent of seller. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery, without subjecting seller to any liability. If the products perish while in the custody of the carrier, the seller shall be deemed to have performed its obligations hereunder in full. The parts or units will be shipped at the same day as the amount of P.O. arrives in our bank account. AV-Spareparts GmbH will not be liable for any P.O. which the buyer has refused insurance. Damage due to shipping must be reported in written form with images to AV-Spareparts GmbH within **twenty-four (24) hours** of receipt to clarify with the appropriate freight company. If required shipment arranged by AV-Spareparts GmbH, in this case all associated costs with such shipment, including transportation, packaging, customs duties, taxes and forwarding charges as well the risk of loss or damage during transport, shall be borne by customer. AV-Spareparts GmbH will not be liable for, including but not limited to, damage due to the freight company's neglect, lost shipment, or delays. Transfer of purchase price for the parts shall be deemed to constitute acceptance of the terms and conditions contained herein.

## **PAYMENT:**

Customers who have not established credit terms will be made on a prepayment basis via wire transfer. All invoices are net and payable without discount of any kind ONLY IN EURO unless stated different in advance and in no circumstances may the Buyer make any deduction or withhold payment for any reason at all. Transportation charges from seller's facility to buyer's facility shall be paid by buyer to seller, in addition to the purchase price of the product. If the buyer fails to pay as required the seller may terminate the contract. All remittance charges borne by the buyer. The parts or units will be shipped at the same day as soon the amount of P.O. arrives in our bank account. Invoices will be sent per email at the time of shipment. AV-Spareparts GmbH reserves the right to modify credit terms and/or credit limits at any time without notice, to require prepayment for the amount of the P.O.

## **TAXES:**

VAT and other Lawful Fees that may apply shall be borne exclusively by the Customer.

## **ERRORS AND OMISSIONS.**

We are human and mistakes do happen. AV-Spareparts GmbH holds that we are not obligated to adhere to any pricing or specifications that have been provided in error or by way of omission. We do our best to address errors as quickly as possible and within reason.

## **JURISDICTION**

AV-Spareparts GmbH having its registered office at Vienna/Austria and as such this contract and all matters arising from it are governed by and construed in accordance with the laws of Austria whose courts shall have exclusive jurisdiction over all disputes arising in connection from same. Place of jurisdiction for all Claims arising out of this contract shall be Vienna/Austria. The United Nations Convention on Contracts for the International Sale of Goods (CISG, UN Sales Convention) shall not be applicable. For claims against AV-Spareparts GmbH this place of jurisdiction shall be exclusive.

## **NOTICE**

AV-Spareparts GmbH may modify these terms at any time without notice.