

- 1) All remittance to TECI invoices needs to be made in US Funds.
- 2) A 1.5% finance charge per month will be charged on past due invoices. (This is an APR of 18%)
- 3) All material sold is subject to your inspection & acceptance with no explicit or implied warranty by TECI. TECI itself does not warranty these items, we will, however, help you process claim should one arise from this sale.
- 4) Returned Goods: We reserve the right to refuse any unauthorized return. Returns must be made within 10 days of invoice unless otherwise agreed to in writing by TECI. All returns are subject to a 20% restocking fee.
- 5) Exchange Cores: All cores due within 10 days of invoice. All late core returns are subject to a core charge. A rejected core is subject to a core charge due immediately upon receipt of invoice unless a replacement is provided.
- 6) FOB Origin/EXW Joplin, Missouri, USA
- 7) Items supplied to TECI via terms of exchange are subject to our inspection, acceptance, and conditions below:
 - a. Upon request, the country of origin will be provided for all cores returned.
 - b. All cores supplied must be approved/produced as outlined in Title 14: Aeronautics and Space, Part 21- Certification Procedures for Products and Parts, to include, but not limited to: Parts Manufacturer Approval (PMA), Technical Standard Order (TSO) authorization, Type Certificate (TC), Supplemental Type Certificate (STC), TC with an Approved Production Inspection System (APIS), Production Certificate (PC), produced with an approval under a Bilateral Airworthiness Agreement under Part 21, Subpart N, Standard Parts, Commercial Parts, or produced in any other manner acceptable to the FAA.
 - c. Standard Parts supplied must have documented track back to O.E.M. or producer certifying that it has been manufactured in complete compliance with an established industry, U.S. Government, or uniform identification requirements.
 - d. Any New/New Surplus parts supplied without U.S. regulatory airworthiness approval documents must have documented trace back to O.E.M., manufacturer, or FAA Regulated Source (i.e., FAA Part: 145, 137, 135, 129, 121, 91)
 - e. All parts supplied that have been subjected to conditions of extreme stress, heat, or environment will be identified and documented as such.
 - f. All items supplied that have been previously installed in a public aircraft such as a government use aircraft or military aircraft should be identified and documented as such.
 - g. All parts supplied that are subject to Airworthiness Directives will be documented as such.
 - h. All items supplied that are subject to a Time Life and/or a Cycle Life must be accompanied by sufficient historical information that establishes current time life and/or cycle life to allow TECI control over them.
 - i. Any shelf-life limited items or materials supplied must have applicable shelf-life information documented and/or supplied with the items so identified, (Manufacturer Date, Cure Date, Shelf Life, etc.).
 - j. Provider must apply a system of controls to prevent the use of suspected unapproved, unapproved, & counterfeit parts.
 - k. All rejected cores are subject to replacement core and/or a core charge will be billed that will be due immediately.

FCPA & Other Applicable Laws: Customer represents and warrants that: (a) it is familiar with and understands the terms of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), and that Customer will comply with the FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction which are applicable to the parties’ business activities hereunder; (b) no principal, partner, officer, director or employee of Customer is or will become an official of any governmental body of any country or jurisdiction (other than the U.S.) that is applicable to the parties’ business activities hereunder; and (c) Customer has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value to any government official, government employee (or employee of any company owned in part by a government), political party, political party official, or candidate for any government or political office (each, a

TECI Invoice and Core Instructions, Terms, and Conditions

“Government Official”) to influence any acts or decisions of such Government Official or to induce such official to use his or her influence with the local government to effect or influence the decision of such government in order to assist

either TECI or Customer in its performance of their obligations under this sale or to benefit the other party. Failure by Customer to comply with this section shall be deemed a material breach of a material provision of this invoice and TECI will have the right to immediately terminate this sale and its performance without any liability to TECI.

EAR/ITAR Destination Control Statement - These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

End Use/User Certification - In compliance with U.S. Export Regulations, the recipient of products from Turbine Engine Consultants, Inc., (TECI) accepts delivery upon the express condition that it will not export, re-export, transfer, re-transfer, sell, re-sell, or otherwise divert any of the products obtained from TECI to any country embargoed or restricted by the U.S. Government; will not export, re-export, transfer, re-transfer, sell, re-sell, or otherwise divert any products for use in activities which involve nuclear, chemical, or biological weapons or missiles; acknowledges that U.S. law prohibits the transfer to or participation in export transactions involving a party listed in the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals, or the U.S. Department of State's list of individuals debarred from receiving Munitions List items; will abide by all applicable U.S. export control laws and regulations for products obtained from TECI and will obtain any licenses or approvals required by the U.S. Government prior to export of products; will not participate in any non U.S. sanctioned boycott or transfer any products to companies that participate in any non U.S. sanctioned boycott; and agrees that the export control documents shall survive the applicable purchase order, agreement, or contract. Recipient of products from TECI agrees that it will comply with U.S. export control laws and will not export, re-export, transfer, re-transfer, sell, re-sell, or otherwise divert TECI products contrary to U.S. law. This certificate is valid indefinitely from the date of acceptance of delivery of any product from TECI.