



## PURCHASE ORDER TERMS AND CONDITIONS

[avmats.com/terms/a-po-terms.pdf](http://avmats.com/terms/a-po-terms.pdf)

1. **Terms and Conditions:** The terms and conditions ("Terms") contained herein, including any terms AVMATS attaches or incorporates by reference in its Purchase Order ("Order") form the entire agreement between service provider or vendor ("Seller") and AVMATS for the Order. Any terms and conditions proffered by Seller, including but not limited to, those contained in any acknowledgment, sales order, bill of lading, invoice or other non AVMATS document related to this Order which attempt to invalidate, supersede, add to, or in any way alter the Terms contained in this Order, shall be null and void and shall not bind AVMATS. The Seller shall be deemed to have agreed to all AVMATS Terms contained herein if any part of the Order is shipped or provided.
2. **Inspection:** All goods/services are subject to inspection and approval or rejection by AVMATS within a reasonable time after receipt by AVMATS. AVMATS may return rejected goods at Seller's expense, hold goods pending Seller's reasonable instruction, or in the case of services, AVMATS may contract an alternate supplier to perform such services at Seller's expense. In any case no payment shall be due to Seller for any nonconforming goods/services. Units may be rejected for failure to deliver any documents required by this Order.
3. **Termination:** AVMATS may cancel at any time, for its convenience, all or any part of the Order which has not been received and accepted by AVMATS. AVMATS sole liability for cancellation shall be the shipping cost of the Order back to Seller. Seller and AVMATS agree AVMATS shall not be liable for any restocking or other return expense. If the cancelled Order is for labor or a service, AVMATS shall pay Seller for all work performed up to the time of termination, unless such labor or service is defective or beyond the scope of the Order.
4. **Patent Indemnity.** Seller shall enter and defend AVMATS from any suits or proceedings against Seller, against AVMATS, or its customers based on any claim the Order constitutes an infringement of any data use, patent or other intellectual property right, and Seller shall indemnify and hold AVMATS and its customers harmless against any expense or liability including attorney's fees, costs and damages arising out of such claims, suits or proceedings, including protecting AVMATS right to continue using said goods.
5. **Time of Performance.** Time is of the essence of this Order. If delivery is not completed as promised, or it appears Seller will not meet the schedule set forth in the Order, AVMATS reserves the right, in addition to its other rights and remedies, to terminate this Order by written notice to Seller, and to purchase substitute items or service elsewhere and charge and receive payment from the Seller for the loss incurred and/or the cost of expedited delivery. Seller shall notify AVMATS in writing immediately of any potential delay of Seller's performance of this Order. Delivery of defective units or units without required documents shall not be deemed to satisfy the delivery requirements of this Order. Goods shipped to AVMATS in advance of schedule may be returned to Seller at Seller's expense.
6. **Purchased Units - New.** If the units purchased are new, Seller represents and warrants the units are new and airworthy, conform to the applicable specifications of the Original Equipment Manufacturer (OEM), and Seller has and will maintain and make available to AVMATS, without cost, any test results on the units.
7. **Purchased Units - Used.** Seller represents that the units have not been subjected to incident, accident, severe stress, heat or fire, and: (a.) shall be delivered with (1.) an attached manually executed Maintenance Release Tag of a FAA certificated facility certifying the unit is airworthy and conforms to the specifications and current applicable revision levels of the OEM ("FAA Tag"), is in the condition stated on such FAA Tag, and (2.) contains a teardown report or statement of work performed, or (b.) If the unit is purchased as "as removed" or "economically repairable", then the Seller represents and agrees that a FAA Tag can be obtained by AVMATS after routine repair or overhaul at a FAA certificated facility, and if additional expenditures are required, AVMATS may in its sole discretion, return the unit (1) for a full refund of the purchase price, or (2) at AVMATS's option, charge Seller the cost of purchasing a like unit with an appropriate FAA Tag.
8. **Conformity with Order.** Units purchased hereunder shall conform to the specifications for such parts on this Order. Seller represents and warrants no installation or operation of the Unit, or maintenance been performed on such Units by Seller or any person after the later of the sale by the OEM or the affixing of the current FAA Tag to the Unit.
9. **General Warranty:** Warranty period for goods or services acquired herein begin upon their receipt by AVMATS. Seller warrants the goods and services supplied shall be provided in a workman-like manner, and free and clear of any and all liens, claims, or encumbrances of any kind. Seller further warrants all goods shall be fit for the purpose for which such goods are ordinarily employed. Seller warrants that Seller is authorized to pass and shall pass any OEM's written warranties to AVMATS prior to acceptance by AVMATS. Nothing in this warranty shall be construed to limit any rights or remedies AVMATS may otherwise have under this Order or as provided by law.

10. **Assignment Rights.** Assignment of this Order or any interest herein or any payment due or to become due hereunder, shall be void. Payment to assignee of any claim under this Order shall be subject to set-off or recoupment for any present or future claim or claims which AVMATS may have against Seller. Seller agrees that AVMATS may assign its rights and/or delegate its duties in whole or in part. The provisions of this clause shall not limit or affect the rights or remedies of AVMATS stated in other clauses of this Order or provided by law in the event of default or other breach by Seller. The maximum liability of AVMATS for obsolescence, scrap and/or rework resulting from any change, shall be limited to the materials and parts in process at the date and time of the change.

11. **Waiver & Severability.** Any action or inaction by AVMATS shall not constitute a waiver of any right or remedy available to AVMATS herein. Any action, inaction or failure by AVMATS, at any time, to enforce any provisions of this Order or any option herein, shall in no way be construed to be a present or future waiver of such provisions, nor in any way to affect the validity of this Order or any part thereof, nor the right thereafter to enforce each and every such provision. A determination that any term of this Order is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this Order.

12. **Applicable Law, Forum and Venue.** Seller and AVMATS agree this Order shall be deemed to be made, accepted and executed in St. Louis County, Missouri, regardless of the order in which the parties execute the Order, and that this Order and performance hereunder shall be governed, interpreted and construed in accordance with the laws of Missouri. AVMATS may, but is not obligated to, bring an action or claim relating to or arising out of this Order or any dispute hereunder in the appropriate state or federal court in St. Louis County, Missouri and Seller hereby irrevocably consents and submits to personal jurisdiction and venue in any such court. Any action or claim by Seller relating to or arising out of this Order shall be brought only in an appropriate state or federal court in St. Louis County, Missouri. Pending resolution by agreement or final judgment of any dispute, action or claim relating to or arising out of this Order, Seller shall, proceed diligently with performance of this Order in accordance with and.

13. **Taxes:** The prices stated herein include all applicable federal, state and local taxes and duties, except state and local sales and use taxes which by statute may be passed on to AVMATS. Such sales and use taxes shall be separately stated on Seller's Invoice, and AVMATS agrees either to pay such amount or furnish an exemption certificate. If it is determined any taxes included in the prices are not required, Seller agrees to notify AVMATS, and for taxes paid, to make prompt application for the refund thereof, to take all proper steps necessary to obtain same, and when received to remit same to AVMATS, or decrease the Order price accordingly.

14. **Repairs:** If this Order is for repair, rather than purchase of a unit, then the repair facility is referred to herein as Seller. Seller represents and warrants it is a FAA certificated repair facility with a current license, housing, facilities, tooling, and personnel properly trained to perform the services contained in this Order, and that it shall perform the services required by this Order in a timely, good and workmanlike manner. Seller shall deliver the completed units with an attached manually executed FAA 8130-3 Tag and a teardown report or statement of work performed.

15. **Evaluation:** If the Order is for an evaluation or a repair estimate for a component, accessory, unit, or other personal property of AVMATS, or an AVMATS Customer, the repair facility (Seller) shall not exceed the amount specified on the face of the Order without the specific written authorization from AVMATS. The Seller shall be responsible for any expense exceeding the amount specified by the Order and any AVMATS authorized written increases thereto.

16. **Compliance with Statute and Government Regulation.** Seller warrants that in the performance of its work under this Order, it has complied with or will comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations there under. Seller shall indemnify and hold harmless AVMATS from and against all losses, costs, fees and damages arising directly or indirectly from any actual or alleged failure by Seller to comply with any federal, state or local statutes or other legal obligations. Seller, its employees, agents and representatives shall not offer gratuities to any officer or employee of AVMATS.