



96 MARKET ST., #101  
 GEORGETOWN, TX 78626  
 PHONE: 512-240-4266  
 EMAIL: SALES@FLYHJS.COM

**TERMS/CONDITIONS**

**STANDARD TERMS AND CONDITIONS OF ORDER**

1. *Suppliers must have implemented a Quality Management System.*
2. *We reserve the right to review the processes and records associated with this order at all suppliers' facilities with appropriate notification. This right extends to our customers, applicable regulatory agencies, and any sub-tier suppliers used in the fulfillment of this order.*
3. *If any of this order is outsourced to your suppliers, all applicable requirements and specifications must be communicated (including all applicable key characteristics) to each sub-tier supplier used.*
4. *Delivery times are defined on each PO/RO. If supplier is unable to meet defined deadlines, we must be notified immediately for risk assessment.*
5. *We reserve the right to cancel a PO/RO without penalty if supplier is unable to meet defined requirements.*
6. *Acceptance of a PO/RO is a binding contract and any breach to said contracts are legally binding in the State of Texas with all applicable laws and governing.*
7. *Supplier warrants that all items delivered under this PO will be as represented by the Supplier. If Supplier is responsible for design, Supplier warrants that all items delivered under this PO will be free from defective design and will be fit and sufficient for all purposes for which it is designed. Henderson Jet Services LLC approval of designs furnished by Supplier shall not relieve Supplier of obligations under this warranty. Supplier's warranties shall run to Henderson Jet Services LLC and its customers. If such part is found to be defective in material or workmanship, Supplier shall, if it confirms the existence of the defect, replace such defective part at its own expense and with reasonable promptness or refund our invoice price. Supplier further warrants that all aircraft materials and/or components shall be furnished in compliance with all applicable Federal Aviation regulations. All inspection records will be made available to Henderson Jet Services LLC upon request. Supplier further warrants that all items supplied or services performed shall be in accordance with all applicable federal, state, and local laws including environmental protection and occupational safety and health.*
8. *Supplier agrees to maintaining certain Quality Functions, as noted during the initial survey, or by maintaining an accredited Quality Management System (QMS). Any changes to the QMS as originally provided must be communicated to Henderson Jet Services, LLC Quality immediately for risk assessment.*
9. *We monitor and measure on time delivery and quality performance of all suppliers to ensure continued approval. Failure to meet desired performance levels can result in a Corrective Action being submitted, reevaluation, or removal from approved status.*
10. *Supplier adheres to the requirements of all counterfeit prevention protocols to ensure only authentic and approved parts are provided. Please see AS5553, AS6174, and AS6081 for guidance. Supplier agrees to promptly notify our organization regarding detection of nonconforming product regardless if the order is currently in work or has previously shipped.*

This document is the property of Henderson Jet Services and may not be reproduced without express written consent. Uncontrolled printed versions of this document are for reference only unless verified against a controlled Original version	Form Number:	QF-007
	Revision Date:	08/03/2020
	Original Date:	09/06/2019



96 MARKET ST., #101  
 GEORGETOWN, TX 78626  
 PHONE: 512-240-4266  
 EMAIL: SALES@FLYHJS.COM

## TERMS/CONDITIONS

11. *Supplier agrees to all applicable regulations (ITAR, DFAR, etc.), if stated applicable on the PO/RO.*
12. *External supplier shall ensure that persons are aware of their contribution to product or service conformity including FOD (Foreign Object Debris) awareness, their contribution to product safety and the importance of ethical behavior.*
13. *Supplier agrees to receive returned products/services for review and disposition if found nonconforming to stated requirements. Pending returns will result in a HOLD on payment of invoices until resolution is determined and processed.*
14. *Supplier shall notify our organization of any changes to processes, products, or services, including changes of sub-tier external providers or location of manufacturers.*
15. *Articles are to be shipped in Henderson Jet Services LLC approved containers. No charges shall be allowed for boxing, crating, or packaging unless provisions are agreed to in writing. All goods must be packed appropriately to arrive at destination without damage. Damage due to shipping will be reported to Supplier within forty-eight (48) hours and claimed with the appropriate freight company. Supplier will replace said PO/RO when said damage is due to improper packaging. Henderson Jet Services LLC will not be liable for, including but not limited to, damage due to the freight company's neglect, lost shipment, or delays.*
  - a. *As a minimum, supplier shall pack and package items in accordance with ASTM D3951-10, Standard Practice for Commercial Packaging. Items susceptible to damage from static electricity shall be packaged in tubes, tape & reel, or containers constructed of waterproof, electrostatic protective, static dissipative material with no talc or residues that would inhibit solder ability or contaminate leads or finish of product.*
  - b. *Items identified in repair order and/or referenced documents for air shipment shall meet requirements of ATA Spec 300, Specification for Packaging of Airline Supplies.*
  - c. *Items identified in repair order and/or referenced documents for international destination(s) shall meet the International Standards for Phytosanitary Measures (ISPM) Publication No. 15; ISPM Guidelines for Regulating Wood Packaging Material in International Trade. Compliance with ISPM Publication No. 15 must be evidenced by clearly visible markings on each container.*

### **PART / COMPONENT SUPPLIERS**

1. *Supplier agrees to provide parts defined within the associated PO to the revision level noted. If no revision level is noted, the latest revision level is requested.*
2. *Supplier agrees to provide conformance records of parts provided to ensure items meet specification and performance requirements. Conformance records as defined in FAA AC 20-154 Appendix 2 for each type of supplier are acceptable and required.*

This document is the property of Henderson Jet Services and may not be reproduced without express written consent. Uncontrolled printed versions of this document are for reference only unless verified against a controlled Original version	Form Number:	QF-007
	Revision Date:	08/03/2020
	Original Date:	09/06/2019



96 MARKET ST., #101  
 GEORGETOWN, TX 78626  
 PHONE: 512-240-4266  
 EMAIL: SALES@FLYHJS.COM

**TERMS/CONDITIONS**

**MANUFACTURERS**

1. *Suppliers must maintain process and conformance records regarding the product or service provided regarding this order for a minimum of 10 years.*
2. *Certificates of Conformance are required for each line item listed on the PO as directed.*
3. *When Full Inspection and Test Reports are required, it will be noted on the PO.*
4. *All special processes required by this PO must be performed by qualified personnel and the processes be periodically validated to ensure output meets requirements. Process validation records will be made available upon request.*
5. *Any differences between what is listed above and what is provided by the supplier must be clearly identified, communicated and approved prior to shipping. Supplier is not allowed to modify drawings, specifications, or product characteristics without written consent of our engineering and quality departments.*
6. *When utilizing sampling inspection as a means of verification, the method must be in accordance to a statistically valid standard (i.e. ANSI Z1.4 or equivalent).*
7. *Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be promptly communicated to our quality department for evaluation.*

**SERVICES AND SPECIAL PROCESS SUPPLIERS**

1. *If providing calibration services, all certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology). Calibration certificates must note received and as left conditions.*
2. *Providers of welding services must maintain qualified and certified personnel and make the records of qualification available upon request.*
3. *All special process providers must perform tasks according to applicable and stated specifications (ASME, Mil Specs, etc.). Conformance records provided must indicate specifications in which processes were performed.*
4. *Service Providers performing tasks that do not directly impact product quality are required to provide evidence of competence to complete specific actions. This can also be covered under Supplier Approvals.*

**REPAIR SERVICE PROVIDERS**

1. **NO MAINTENANCE OF ARTICLE IS TO BE PERFORMED BY SELLER WITHOUT EXPRESS WRITTEN CONSENT OF HENDERSON JET SERVICES LLC.**
2. *FAA 8130-3, TCAA Form 24-0078, or EASA Form-1 with a Dual-Release statement must be supplied with overhauled, repaired, serviceable or new parts unless otherwise noted. Seller shall provide a teardown report for each item repaired/overhauled/rebuilt and tested. One signed original certificate for each serialized unit must accompany each shipped item. All certificates must be signed or stamped by an individual approved/authorized by the applicable government’s civil aviation authority (i.e. FAA). If the*

This document is the property of Henderson Jet Services and may not be reproduced without express written consent. Uncontrolled printed versions of this document are for reference only unless verified against a controlled Original version	Form Number:	QF-007
	Revision Date:	08/03/2020
	Original Date:	09/06/2019



96 MARKET ST., #101  
 GEORGETOWN, TX 78626  
 PHONE: 512-240-4266  
 EMAIL: SALES@FLYHJS.COM

**TERMS/CONDITIONS**

*repair/overhaul/rebuild results in a change in the configuration (i.e. dash number, revision or part number) documentation stating compatibility with the original part must accompany the paperwork. Teardown report must contain the following:*

- *Make, Model, and part number.*
- *Parts removed and replaced, as applicable.*
- *Work order identifier.*
- *Work accomplished (e.g. refurbished, rebuilt, overhauled, repaired).*
- *Repair/overhaul/technical manual utilized including revision level.*
- *Compliance with applicable Airworthiness Directives (AD) and Service Bulletins (SB) as applicable.*
- *Serial number (if applicable).*
  
- *Test/inspection results.*
- *Signature and date of authorized individual releasing item to service.*

3. *Return to Service records shall include the total elapsed time since new and/or cycles since new, time since overhaul and/or cycles since overhaul as applicable.*

**SALES - EXCHANGE ORDER TERMS (All Types)**

1. *Core charge/s will be billed in advance unless prior arrangements have been made. To avoid late fees and/or outright billing of replacement cost, all core units must be returned to us within fifteen (15) days of receipt. A late fee may be charged to any exchange sale in which the core is not returned within fifteen (15) days. The late fee is equal to 10% of the original price per week or a fraction thereof. Cores being returned should be accompanied by a Core Return Form to help expedite the processing of the sale. The Core Return Form will accompany the exchange part or can be obtained by contacting your sales representative. The core must be a like part number unless otherwise stated in writing. It must have a legible data tag with part number and serial number on it or it may be rejected. All shipping charges, involved in returning a core, including but not limited to freight, customs, duties, and taxes must be prepaid by the Buyer. Failure to do so may result in refusal of the shipment at the Buyers' expense.*
2. *Excessive repair / overhaul charges on your core unit plus any additional freight charges incurred will be billed as they become available. If core is found Beyond Economical Repair (B.E.R.) then an additional charge for the replacement price will be due. Evaluation of your core may take up to ninety (90) days from receipt; if further time is required we will notify you at that time. Standard Exchange cannot be changed to Flat Rate Exchange without written approval.*

**SALES - FLAT RATE EXCHANGE (Additional Terms)**

1. *Flat Rate Exchange excludes cores that are found, Beyond Economical Repair (B.E.R.), previously disassembled, incomplete, or units containing unauthorized parts.*

This document is the property of Henderson Jet Services and may not be reproduced without express written consent. Uncontrolled printed versions of this document are for reference only unless verified against a controlled Original version	Form Number:	QF-007
	Revision Date:	08/03/2020
	Original Date:	09/06/2019



96 MARKET ST., #101  
 GEORGETOWN, TX 78626  
 PHONE: 512-240-4266  
 EMAIL: SALES@FLYHJS.COM

**TERMS/CONDITIONS**

**SALES - LIFE LIMITED PART EXCHANGE ORDER TERMS (Additional Terms)**

1. Time sensitive parts are required to have log book entries stating time since new (TSN), cycles since new (CSN), part number, serial number, aircraft model, aircraft serial number, aircraft tail number, A&P mechanic signature and license number or FAA approved repair station license number and inspectors stamp. To avoid late fees and/or outright billing of replacement cost required cores must be returned with these documents.

**SALES - RENTAL / LOANER ORDER TERMS**

1. Rental/loaner prices are billed per week or fraction thereof plus recertification, unless otherwise stated in writing. When returning the rental unit, it must have documentation with hours and/or cycles that the part has been used or additional rental fees may apply. Rental/loaner units will be returned in the same condition as provided or sent out for recertification and additional charges will apply.

**RETURN POLICY**

1. All sales are final after 20 days from date of purchase order. Returns will be accepted on any unopened items during this time with a 25% restocking fee.

**SALES WARRANTY**

1. The following table defines the limit of warranty obligation.

2. <b>Part Documentation</b>	3. <b>Warranty</b>
4. ATA106	5. 30 days from date of purchase order. Unit is guaranteed to fit, form, and function on the aircraft for the intended purpose.
6. 8130-3 (Inspected/Tested)	7. 180 days from date of purchase order. Unit is guaranteed to fit, form, and function on the aircraft for the intended purpose.
8. 8130-3 (Repair/Overhaul)	9. As warranted by the FAA Repair Station that returned the unit to service.

2. Buyer acknowledges that it is purchasing products from Henderson Jet Services LLC in Henderson Jet Services LLC's capacity as a distributor of such products for the suppliers of such products. Buyer acknowledges that it will solely abide by the warranty(s), if any, provided by the supplier and that Henderson Jet Services LLC makes no warranties on its own behalf whether express, implied or statutory, including, but not by way of limitation, any warranty of merchantability of fitness or particular purpose concerning such products.
3. Exclusivity of Remedy, Limitation of Liability: In the event Buyer claims that Henderson Jet Services LLC has breached any of its obligations under these Terms and Conditions of sale, Henderson Jet Services LLC may

This document is the property of Henderson Jet Services and may not be reproduced without express written consent. Uncontrolled printed versions of this document are for reference only unless verified against a controlled Original version	Form Number:	QF-007
	Revision Date:	08/03/2020
	Original Date:	09/06/2019





96 MARKET ST., #101  
 GEORGETOWN, TX 78626  
 PHONE: 512-240-4266  
 EMAIL: SALES@FLYHJS.COM

## TERMS/CONDITIONS

*request the return of the products and tender to Buyer the purchase price therefore paid by Buyer and, in such event, Henderson Jet Services LLC shall have no further obligations under the sales agreement except to refund such purchase price upon redelivery of the products. The products shall be redelivered to Henderson Jet Services LLC in accordance with Henderson Jet Services LLC instructions at Henderson Jet Services LLC expense.*

**THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST HENDERSON JET SERVICES LLC OBLIGATIONS UNDER THE SALES AGREEMENT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE, IN NO EVENT SHALL HENDERSON JET SERVICES LLC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL HENDERSON JET SERVICES LLC'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS SALES AGREEMENT OR THE MANUFACTURE, SALES DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. THIS WARRANTY EXPRESSLY EXCLUDES ANY LIABILITY FOR COST OF INSTALLATION OF THE PRODUCT, REMOVAL OF THE PRODUCT, AND ANY DAMAGES FOR LOST PROFITS OR CONSEQUENTIAL DAMAGES.**

### PAYMENT TERMS

*Shipments to customers, who have not established credit terms will be made on a C.O.D. basis, charged to a credit card (VISA, MasterCard or American Express only) or wire transfer. The bank transfer information is available upon request. Invoices will be emailed at the time of shipment. Payments from customers who have been given open terms should be mailed to the address shown on the invoice within thirty (30) days of receipt or else such payments will be subject to an interest charge of 1.5% per month until paid and any collection costs or fees incurred (unless special terms were arranged). Accounts with unpaid balances over sixty (60) days will be placed on credit hold. Henderson Jet Services LLC reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice, and to require guaranteed security or payment in advance for the amount of the order.*

This document is the property of Henderson Jet Services and may not be reproduced without express written consent. Uncontrolled printed versions of this document are for reference only unless verified against a controlled Original version	Form Number:	QF-007
	Revision Date:	08/03/2020
	Original Date:	09/06/2019