



Terms and Conditions of Sale

1. Export Compliance & Global Trade

The materials supplied by Orbiter Aviation Ltd. are subject to international trade regulations. Material shall **not** be shipped to any country under an embargo imposed by the **United Nations** or the U.S. Government.

- **Restricted Destinations:** Particular emphasis is placed on compliance regarding shipments involving the United Kingdom and restricted territories.
- **No Re-Export:** The Buyer shall not sell, export, or re-export, directly or indirectly, any goods or technology supplied by Orbiter Aviation Ltd. to the Russian Federation, Belarus, or for use in restricted regions.
- **Documentation:** Upon request, the Buyer shall promptly provide all documents or certifications required to evidence compliance with applicable Trade Control Laws.

2. Retention of Title

Title to all products shall remain with **Orbiter Aviation Ltd.** until full payment has been effected by the Buyer with regard to all amounts due under the ongoing business relationship.

3. Warranty Policy

Orbiter Aviation Ltd. acts as a supplier; therefore, warranties for all items are provided solely by the **original manufacturer** or the **approved overhaul/repair facility**. Unless otherwise stated in a specific quotation or written agreement, the following standard warranty periods apply:

| Item Condition | Warranty Duration |
|---------------------------------|--------------------------|
| New / Overhauled Stock | Twelve (12) Months |
| Repaired Items | Six (6) Months |
| Inspected / Tested Items | Three (3) Months |

4. Responsibilities for Airworthiness

The Buyer shall be solely responsible for the use of any purchased product, including its installation into any aircraft. The Buyer remains solely responsible to aviation authorities or governmental agencies (such as the FAA or EASA) regarding the airworthiness of the aircraft.

5. Ordering, Pricing & Payments

- **Minimum Order Value:** The minimum Purchase Order (PO) amount is **US\$250.00**.
- **Quote Validity:** All quotations are valid for **7 days**.
- **Price Adjustments:** Orbiter Aviation reserves the right to correct clerical, arithmetical, or typographical errors, and such correction shall not be considered a price change.
- **No Set-Off:** The Buyer is not entitled to set off any counter-claims against Orbiter Aviation Ltd.'s claims or exercise a right of retention unless such claims are undisputed or determined by a final court decision.

6. Fees & Additional Charges

Unless explicitly stated otherwise, quoted prices **do not** include delivery charges, VAT, or Duty.

- **HAZMAT Fee:** \$350.00



- **AOG Fee:** \$350.00

7. Delivery, Claims & Force Majeure

- **Timeline:** Delivery terms are quoted in **business days**.
- **Discrepancy Claims:** Any claims related to improper delivery must be submitted within **30 days** of delivery. Claims submitted after this window are deemed invalid.
- **Force Majeure:** Orbiter Aviation Ltd. shall be released from its delivery obligations for the duration of events beyond its reasonable control, including acts of God, war, terrorism, pandemics, strikes, or general supply shortages.

8. Cancellations & Returns

The cancellation of an order may incur a cancellation fee or a **25% restocking fee**.

Note: *These terms are subject to change. By processing a Purchase Order with Orbiter Aviation Ltd., the Buyer acknowledges and accepts these terms in full.*

Terms and Conditions of Exchange

These terms govern all component exchange agreements between **Orbiter Aviation Ltd.** and the **Customer**. By executing an Exchange Agreement, the Customer acknowledges that any other terms or clauses on Customer paperwork will not apply.

1. Title and Property Transfer

- **Unit Shipped:** Title for the unit shipped remains in the name of Orbiter Aviation Ltd. until the Customer has satisfied all terms and conditions set forth herein.
- **Core Unit:** At the time of shipment of the exchange unit to the Customer, the Customer's off-unit (core) becomes the property of Orbiter Aviation Ltd., and title for it transfers immediately.

2. Core Return Requirements

- **Due Date:** Customer exchange units must be returned to Orbiter Aviation Ltd. by the Core Due Date indicated on the agreement.
- **Responsibility:** It is the Customer's responsibility to return a core on time; Orbiter Aviation Ltd. is not responsible for transit or customs delays.
- **Condition:** The return core unit must be the same part number and the same date of manufacture as the unit originally supplied unless prior authorization is received.
- **Documentation:** Cores must be accompanied by a signed removal tag, a packing slip from an approved regulated source, and a non-incident statement. Life-limited parts require full "Back to Birth" trace records.
- **Rejection:** Returned cores received without paperwork acceptable to Orbiter Aviation Ltd. will not be accepted, and the Customer will remain subject to late fees and other liabilities.

3. Fees and Billing

- **Standard Charges:** The Customer is charged the indicated Exchange Fee plus the cost to recertify the exchange core unit to serviceable or overhauled condition.
- **Additional Costs:** Final billing will include all freight, packaging, tax, insurance, and **10% handling charges**.



- **Late Fees:** Units not returned by the due date are subject to an additional late charge at the rate of the original Exchange Fee, with recurring charges every 10 days thereafter until the unit is returned or the outright billing date is reached.
- **Outright Billing:** Units will be invoiced at the full outright sale price 90 days after shipment.

4. Beyond Economical Repair (B.E.R.)

- **Definition:** A unit is deemed Beyond Economical Repair (B.E.R.) if the repair cost is higher than 70% of the B.E.R. value.
- **Determination:** If a core is determined to be B.E.R., the Customer will be given the choice of paying the outright sale price plus evaluation fees, late charges, freight, and the original exchange fee. If the Customer does not respond to a notice within 3 working days, Orbiter Aviation Ltd. will make the final determination and the Customer agrees to be bound by that decision.

5. Cancellations and Unused Returns

- **Activation:** Once a unit leaves Orbiter Aviation Ltd.'s facility, the Exchange Agreement is in effect in its entirety.
- **Unused Units:** Returns of unused units are still subject to the full exchange fee and late charges. Unused units must be accompanied by all original paperwork and a certification from the end user's Quality Control department stating the unit was not installed or used.

6. Warranty and Claims

- **Provider:** Warranties for items supplied are provided solely by the original manufacturer or the approved overhaul/repair facility.
- **Standard Periods:** Unless otherwise stated, the following periods apply: Stock (New/Overhauled) 12 months; Repaired 6 months; Inspected/Tested 3 months.
- **Handling Fee:** A **25% warranty handling fee** applies if Orbiter Aviation Ltd. is requested to handle a claim on the Customer's behalf.

7. Legal and Jurisdiction

- **Late Payments:** Outstanding balances are subject to a **1.5% late payment fee per month**.
- **Governing Law:** This agreement and all associated legal relationships are subject to the laws of the United Kingdom.
- **Jurisdiction:** The sole place of jurisdiction for all disputes resulting from or in connection with this contract shall be **London, United Kingdom**.

Note: These terms are subject to change. By processing an Exchange Order with Orbiter Aviation Ltd., the Buyer acknowledges and accepts these terms in full.