

STANDARD TERMS AND CONDITIONS

General Contact Information

Phone: 954-975-2100

Fax: 954-979-3313

General email address: dmeinfo@astronics.com

FOB: Ex-Works: Factory (Fort Lauderdale, FL), unless otherwise specified in writing.

SHIPPING: Unless special conditions or agreement has been made between Astronics DME (Hereafter referred as "DME") and Customer. DME's preferred carrier is Federal Express. Carriers other than Federal Express can be specified by the Customer. DME will make every attempt to use the carrier preferred so long as any excess charges for freight are billed to the Customer.

PAYMENT TERMS: Net 30 days, unless special conditions or agreement has been made between DME and Customer. When Customers are established as a prepay account, a Proforma Invoice, DME's Terms and Conditions and banking information is sent via fax or email. DME accepts payments through Visa, MasterCard, and Discover Card.

SETTING UP A NEW ACCOUNT: When a new account needs to be established, the account will be set up with Pre-Pay terms. To establish credit terms with DME, the prospective Customer must fill out a Credit Application and send it directly to dme.acct.rcvb@astronics.com to be considered for Net 30 Days.

DELIVERY: Goods purchased hereunder are manufactured by DME to fulfill Customer's order. Delivery dates are based on the assumption that there will be no delay beyond the reasonable control of DME, and DME will not be charged with any liability for such delays. A delivery schedule will be verified with the acceptance of a mutually agreeable purchase order. All orders are confirmed with an original DME order confirmation which will be faxed or emailed.

NOTE: Some products supplied by DME are manufactured by other companies and delivered by DME. Delivery dates are based on the assumption that there will be no delay beyond the reasonable control of DME, and DME will not be charged with any liability for such delays. A delivery schedule will be verified with the acceptance of a mutually agreeable purchase order. All orders are confirmed with an original DME order confirmation which will be faxed or emailed.

MINIMUM ORDER: The minimum order requirement is \$100.00 per line item.

AOG FEE: A \$250.00 fee per line item is required when Aircraft on the Ground (AOG) order status is requested.

EXPEDITING FEE: DME will make every attempt to ship parts within the original committed date. When parts are not available but are required sooner than lead time quoted, a \$250.00 expedite fee for each part number may be charged to your order.

EXPORT LICENSES: DME sells parts which may require either a US State Department Export License or a US Commerce Department License. DME prefers the Customer to acquire the necessary license to ship parts. DME will require a copy of the first page of this license to attach with the Customer purchase order. If the Customer is unable to obtain a license, DME will apply for the license on the Customer's behalf. A \$500.00 administrative fee will be added to the purchase order.

CANCELLATION OF ORDER: DME will make every attempt to satisfy the Customer request. However based on the part and the schedule, DME has the right not to accept the cancellation and the parts will ship as scheduled, which may be the case for custom order or build to print orders. If DME does accept the cancellation, a cancellation charge may be applied to your order. This charge could equal all of the material and manufacturing incurred for the order up to the full value of the part and any design/development cost incurred as of the date of cancellation.

MODIFYING OF ORDER: No modification of orders shall be binding unless it is done in writing and is accepted by both parties hereto.

CERTIFICATE OF CONFORMANCE: Our Certificate of Conformance (COC) is stated within the body of our packing list.

QUOTATIONS: Quotation requests can be sent via fax or email. Every attempt will be made to answer your request within 2 business days. *Lead times noted may change depending on product and when the order is placed.*

PRICING: Prices are subject to change without notice. Unless otherwise provided, prices do not include special packaging or crating or transportation costs.

WARRANTY: Astronics DME LLC (DME) proudly stands behind the products that we manufacture. We warrant that the products are of good design and manufacture, are merchantable, are fit for the particular purposes for which they are intended, and that they conform to and meet all applicable United States statutes and regulations, including, but not limited to, FAA regulations relative to design and manufacture. The warranty period on DME products is dependent on the type of product. Our full warranty is listed below:

DME warrants products against mechanical, electrical, physical, and workmanship defects for a period of two years from the date of manufacture or one year from the date of installation, whichever occurs first.*

This warranty excludes consumable items such as batteries, filters, or lamps.

DME will repair or replace, at its option, equipment or parts, which fail because of mechanical, electrical, physical, or workmanship defects, provided the equipment or parts were installed/operated or maintained in accordance with approved practice, and used for the intended purpose. Any product which has been repaired or altered in such way, in DME's judgment, as to affect the product adversely will not be covered under warranty.

DME reserves the right to examine the part(s) to determine if the equipment/part(s) is (are) covered under this warranty or to authorize scrap on site and provide replacement parts without examination by DME Customer Product Support.

DME shall have the right to substitute replacement parts having the same form, fit, function, and specification.

All repaired or overhauled parts will be warranted to be free from defect in material and workmanship, in accordance with the above stipulations, for a period of ninety (90) days from the date of shipment.

For products not manufactured by, but sold by DME, warranty is limited to that extended by the original manufacturer.

Customers must notify DME Customer Product Support (CPS) in writing within ten (10) working days of the failure/defect discovery with a detailed description of the problem and, if known, the cause of the problem.

Customers must obtain a Return Material Authorization (RMA) Number (and identify equipment with this number before returning material) from:

Astronics DME Customer Product Support
6830 NW 16th Terrace, Fort Lauderdale, FL 33309
DMESupport@astronics.com
(954) 975-2100

DME reserves the right to charge \$250 for any evaluations in which there is no failure found.

DME's Customer assumes responsibility for incoming freight and customs charges unless these have been previously authorized in writing by DME.

DISCLAIMERS AND LIMITATIONS: The warranties, rights and remedies set forth above are the sole and exclusive warranties, rights and remedies provided to the Customer with respect to products and are in lieu of all other warranties, rights and remedies, express, statutory or implied, and DME disclaims all other warranties, rights and remedies, express, statutory or implied, in relation to any products, including, without limitation, any implied warranties with respect to merchantability, fitness for any particular purpose, compatibility or interoperability with other products, accuracy, performance and non-infringement, and any warranties arising from any course of dealing, usage or trade practice. Except for the liabilities and obligations imposed on DME under “warranty” above, DME shall not have any liability or obligation to Customer in connection with the failure, improper performance, malfunction, inaccuracy or non-conformance of, or any defect or deficiency in, any product.

To the maximum extent permitted by law, under no circumstances shall DME or any director, officer, partner, manager, employee, attorney, agent or representative of DME be liable for any penalties or any indirect, consequential, incidental, special, punitive or reliance damages, including, without limitation, lost or unrealized sales, revenues, profits, income, cost savings or business, lost or unrealized contracts, loss of goodwill, damage to reputation, loss of property, loss of material being processed, loss of information or data, loss of production, downtime, or increased costs, in connection with any product or otherwise in connection with the order, even if DME is advised or placed on notice of the possibility of such damages and notwithstanding the failure of any essential purpose of any product.

To the maximum extent permitted by law, in no event shall the total liability of DME in connection with any particular product collectively exceed the amount paid to DME for such particular product.

RETURN POLICY: Please contact your Astronics DME sales representative to discuss options available to you for return product.

Astronics DME LLC manufactures a wide variety of commercial and military lighting products in the Aviation/Aerospace industry. Some of our products carry a military designation, and are exported under U.S. State Department or Commerce Department Licenses. As a result, DME must have advance notification of returns and follow specific procedures.

There is a minimum \$250.00 evaluation fee for non-warranty returns and additional repair charges may be incurred. A minimum \$1,000 evaluation fee may be incurred for any Commerce Controlled List items or International Trafficking in Arms Regulations (ITAR) controlled items for non-warranty returns in addition to repair charges should they be deemed necessary. Both of these fees are assessed ONLY if there is no trouble or failure found with the products upon thorough evaluation.

DME reserves the right to charge a re-stocking fee to recover costs of supply and/or production incurred to deliver the original shipment. This re-stocking fee may either at DME’s discretion be waived or charged up to fifty (50) percent of the original purchase price.

To receive an RMA (Return Material Authorization) from DME, please contact via email or fax Customer service, contact information is listed in the Warranty section of this document. You will need to provide the following information in order for an RMA to be processed:

- 1) Purchase Order Number (if available)
- 2) Invoice Number (if available)
- 3) Quantity
- 4) Reason for Return
- 5) Part Number
- 6) Serial Number

Any product(s) returned without an RMA may be sent back. Any costs associated with unauthorized returns will be the responsibility of the Customer. Product(s) not being returned within 30 days after RMA has been issued will result in cancellation of the RMA.

COMMERCIAL PRODUCTS: These commodities, technology or software were shipped in accordance with the United States Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

MILITARY PRODUCTS: These products can be included on the United States Munitions List and require a U.S. Department of State License to be exported or can be included on the Commerce Commodity Control List and require a Department of Commerce License to be exported. They may not be transferred, transshipped on a non-continuous voyage, or otherwise be disposed of in any other country either in their original form, or being incorporated into other end-items, without the prior written approval of the U.S. Department of State or Commerce Department.

CUSTOMER ACCEPTANCE: Customer acceptance of DME's design and goods shall render DME non-liable for any suit or action brought by reason of subsequent use or sale. DME shall not be responsible for performance when goods are manufactured to Customer's design or specification.

GOVERNING LAW: All orders shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without regard to principles of conflicts of law.

Please see www.astronics.com for additional company information