

## STANDARD TERMS AND CONDITIONS

**FOB:** Ex-Works: Factory of FOB Origin unless otherwise requested and agreed upon.

**SHIPPING:** Unless special conditions or agreement has been made between Astronics LSI/DME (*Hereafter referred as "LSI/DME"*) and Customer, all shipments are made against the customers preferred carrier and the customers account number with that carrier. When agreement has been made to have LSI/DME prepay and add freight, Federal Express will be used in every possible instance.

**PAYMENT TERMS:** Terms are prepay, unless special conditions or agreement has been made between LSI/DME and Customer. When Customers are established as a prepay account, a Proforma Invoice, LSI/DME's Terms and Conditions and banking information is sent via email. LSI/DME can accept payment by Visa and MasterCard. To establish credit terms with LSI/DME, the prospective customer must fill out a Credit Application and send it directly to [AR.LSI@astronics.com](mailto:AR.LSI@astronics.com) to be considered for Net 30 Days.

**DELIVERY:** Goods purchased hereunder are manufactured by LSI/DME to fulfill Customer's order. Delivery dates are based on the assumption that there will be no delay beyond the reasonable control of LSI/DME, and LSI/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 LSI/DME order confirmation which will be emailed.

**NOTE:** Some products supplied by LSI/DME are manufactured by other companies and delivered by LSI/DME. Delivery dates are based on the assumption that there will be no delay beyond the reasonable control of LSI/DME, and LSI/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 when requested with an original LSI/DME order confirmation

**MINIMUM ORDER:** A minimum order requirement of \$250.00 is needed in to process your order.

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

**EXPEDITING FEE:** We 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, an \$250.00 expedite fee for each part number for each week moved in may be charged to your order.

**EXPORT LICENSES** We sell parts which may require either a US State Department Export License or a US Commerce Department License. We prefer- the Customer to acquire the necessary license to ship parts. LSI/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, LSI/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:** LSI/DME will make every attempt to satisfy the Customer request. However based on the part and the schedule, LSI/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 LSI/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 email. Every attempt will be made to answer your request within 2 business days. *Lead times* may vary based on when order is placed, quantity requested and availability of production schedule.

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

**WARRANTY:** Astronics LSI/DME LLC (LSI/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 LSI/DME products is dependent on the type of product. Contact your Account Representative for specific warranty information.

**RETURN POLICY:** Please contact your Astronics LSI/DME sales representative.

Astronics LSI/DME 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, LSI/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. You will need to provide the following information in order for an RMA to be processed:

- 1) Original 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 180 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 LSI/DME's design and goods shall render LSI/DME non-liable for any suit or action brought by reason of subsequent use or sale. LSI/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 New York.  
Please see [www.astronics.com](http://www.astronics.com) for additional company information

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LSI/DME LOCATIONS, ADDRESSES AND CAGE CODES

**CAGE CODE: 32890**

Luminescent Systems Inc.  
4 Lucent Drive  
Lebanon NH 03766  
P: 603-643-7766  
F: 603-643-5947  
E: [LSINHsales@astronics.com](mailto:LSINHsales@astronics.com)

**CAGE CODE: 14550**

Luminescent Systems Inc  
130 Commerce Way  
East Aurora NY 14052-2164  
P: 716-655-0800  
F: 716-655-0309  
E: [LSINYsales@astronics.com](mailto:LSINYsales@astronics.com)

**CAGE CODE: 3AA78**

Luminescent Systems, Canada  
55 Lindsay Ave  
Dorval QC H9P 2S6 Canada  
P: 514-636-9921  
F: 514-636-0476  
E: [LSIQCsales@astronics.com](mailto:LSIQCsales@astronics.com)

**CAGE CODE: 55827**

Astronics DME Corp  
6830 NW 16<sup>th</sup> Terrace  
Fort Lauderdale, FL 33309  
P: 954-975-2206  
F: 954-979-3313  
E: [DMESafetySales@astronics.com](mailto:DMESafetySales@astronics.com)