



## KEYCOPTER CUSTOMER ORDERS TERMS AND CONDITIONS OF SALE

The Following Terms and Conditions, as revised, shall apply to all customer orders entered through Airbus Helicopter, Inc.'s Keycopter portal.

1. All spare parts orders will be processed within 24 hours after receipt of order. Emphasis will be placed on actual required need dates. To ensure accurate and timely shipment of orders the following minimum information is required for each order:
  - a. Purchase Order Number
  - b. Ship to Address
  - c. Invoice Address (if different from ship to address)
  - d. Type of Transaction: Exchange, Warranty, Sale, Rental, Service Agreement, Etc.
  - e. Aircraft Model
  - f. Aircraft Serial Number
  - g. Part Number/Nomenclature
  - h. Quantity Required
  - i. Mode of Shipment
  - j. Delivery Priority Requested (Requirement Date)

### 2. PRIORITIES

- a. **AOG ORDERS:** The aircraft model and serial number must accompany all AOG requests. These orders will be given the highest priority to ensure same day processing.

**NOTE: ANY PART ORDERED 'AOG' IS NOT ELIGIBLE FOR RETURN.**

All AOG orders will be shipped by the most expedient mode identified by the customer from listed alternatives:

- PRIORITY AIR FREIGHT or OTC (COMMERCIAL OVER THE COUNTER)
- ANY OTHER EXPEDIANT SERVICE DESIGNATED BY THE CUSTOMER

**The below listed modes of transportation are not acceptable for AOG orders:**

- UPS GROUND SERVICE: 5-day transit time required
- AIRMAIL
- MOTOR TRANSPORT: MINIMUM 5 day transit time

For prompt and appropriate action of your AOG requirement AFTER HOURS call (800) 232-0232 or the Spares Support Pager Number 1-800-208-8303 or the cellular number 972-679-7052.



- b. **EXPEDITE ORDERS:** Any order that does not meet the AOG requirement but is needed within 48 hours should be ordered as EXPEDITE.

**NOTE: All orders with inventory stock available will be processed and shipped within 48 hours regardless of order priority unless customer specifies otherwise.**

- c. Items not in stock will be placed on backorder and the customer will be notified as soon as possible as to the date of expected shipment.
- d. **TRANSPORTATION/METHOD OF SHIPMENT:** Customers should always designate the desired mode of transportation on all orders. When the customer makes no designation, transportation will be the most economical mode. When shipping charges are prepaid, as on UPS, OTC, and Parcel Post, the amount will be added to the customer invoice. Delivery is FOB Airbus Helicopter's facility, Grand Prairie, Texas. All shipping costs will be borne by the Buyer.
- Airbus Helicopter shall not be liable for any loss or expense due to the selection of carrier or mode of transportation. Any claims for breakage or damage shall be made to the carrier by the Buyer. Airbus Helicopter will, upon request, render reasonable assistance in securing adjustments to claims; however, it is ultimately the responsibility of the consignee to file a claim with the freight carrier since all shipments made by Airbus Helicopter are F.O.B. Grand Prairie, Texas.
  - For shipment of M/R blades or other bulky parts, some motor transport companies offer "HOT SHOT" service, which is expedient and reasonably priced.
- e. **INSURANCE AND RISK OF LOSS:** Risk of loss shall pass to Buyer upon shipment by Airbus Helicopter. Insurance of any shipment is the responsibility of the Buyer.
- f. **TAXES:** Buyer agrees, in addition to the prices specified herein, to pay all taxes, excise tariffs, duties, other charges or additions thereto which may be levied or assessed upon the manufacture, sale, or delivery of the articles covered by the Purchase Order or parts thereof, which are required to be paid by local, state, or federal law or regulation.
3. Parts will be shipped to all customers that have an approved open account with Airbus Helicopter. All other orders will require advance payment and will be shipped upon receipt of the payment. No COD shipments will be made. Purchases by credit cards, (VISA, MasterCard and American Express) are accepted for operators without open accounts. A \$100 minimum order will apply to any customer not having an open trade account.
4. Airbus Helicopter payment terms for spare parts sold on open account are NET 30 days. A 1.5% finance charge will be assessed to unpaid balances over 30 days.
5. Airbus Helicopter reserves the right to supply suitable replacement parts, which have resulted from product improvements when available, in lieu of the original part ordered. The price of the improved part may differ from the price of the original part ordered.



**NOTE: Warranty replacement parts must be identified at the time of order and will be processed through the Spares Department.**

6. Low cost hardware/consumable items, liquids, and adhesives will be packaged in varying unit of issue quantities. Airbus Helicopter reserves the right to supply prepackaged quantities equal to, or more than, the actual quantity ordered based on commercial packaging requirements. Minimum order quantities will be imposed where economical procurement dictates. For your convenience, the unit packs are shown with the applicable parts. Special order part minimums cannot be waived. All orders should be consolidated to ensure that orders with a dollar value less than \$300 is minimized.
7. Mail orders should be addressed as follows:

Airbus Helicopter  
ATTN: Spares Department  
2701 Forum Drive  
Grand Prairie, Texas 75052-7099

Your assigned Account Representative will administer telephone orders during normal business hours (7:00 AM CST -7:00 PM CST).

**Telephone orders placed after hours, holidays, and weekends may be made to (800) 232-0323 or Pager (800) 208-8303 or direct to the AOG Cell phone 972-679-7052.**

For prompt and appropriate action of your AOG requirement AFTER HOURS, the 800 number is monitored by the Account Representative on call and by Airbus Helicopter's answering service that will direct your call to the on call Account Representative.

- To place a normal spares or warranty replacement order by rapifax, the # is **(972) 641-3775**.
  - To page the standby Account Representative direct dial **800-208-8303** and leave your number.
  - The cellular phone **972-679-7052**, is answered after hours. (After 7PM Central Time)
8. **INSPECTION AND ACCEPTANCE:** Upon arrival of the product at the site identified by the Buyer, Buyer shall, within a reasonable time, inspect the product(s) for conformity, correct quantity and possible damage. Any discrepancy noted by the Buyer should be provided to the Seller in writing in sufficient detail defining the nature of the discrepancy. This notification should be provided within 15 days after receipt of item and before installation or use. Failure to notify Seller of discrepancy constitutes irrevocable acceptance by the Buyer except with respect to defects not reasonably identifiable by such inspection.
  9. **REUSABLE SHIPPING CONTAINERS:** Reusable shipping containers provided by Airbus Helicopter to ship components shall remain the property of Airbus Helicopter. Buyers agree to return the container to Airbus Helicopter, with all charges prepaid, to arrive at a date specified by Airbus Helicopter. Buyer agrees to pay 5% of container value for each full calendar week delay beyond the specified date.



10. **ORDER CANCELLATION:** Any order, which has not been processed by Airbus Helicopter, may be canceled without penalty with the exception of AOG/Special Order material. Cancellation fees for ordered material would be based on cost incurred from the manufacturer/vendor. Restocking orders, which have been processed and invoiced, but not shipped, will incur a 25% cancellation/restocking fee.
11. **PROCUREMENT PARTS POLICY:** It is Airbus Helicopter policy to stock all parts with a recurrent demand. The frequency of this demand may be set as low as 3 demands within a one year period. Parts with less than 3 demands a year may be considered “non-stock” parts and are not intended to be stocked at AIRBUS HELICOPTER. These parts may or may not be manufactured by Airbus. Parts falling into this classification not manufactured by Airbus are considered Procurement Parts. Procurement parts as a rule are not available on an AOG basis since Airbus must deal directly with the manufacturer to negotiate price and delivery.
12. **CORES:** All components (parts) referred to as “cores” due to Airbus Helicopter such as, but not limited to, warranty returns, exchange core units, and cores due for service agreements (Component Support Agreements, PBH, etc.) are due within 10 days of shipment of the replacement part. Airbus Helicopter reserves the right to assess late charges of the greater of \$25 dollars per day or any other amount as may be indicated in the service agreement.
13. **RETURN POLICY:** A Return Material Authorization (RMA) system has been established as a means to ensure prompt and accurate credit for various material returns such as Exchange Spares Sales, Warranty Replacement Sales, and Lease Power-by-the-Hour/Part Support Agreements Sales. An RMA number must be obtained prior to the return of the material.

To guarantee complete customer satisfaction, the following conditions apply for return consideration by Airbus Helicopter. To request an RMA number, please submit the RMA request form on the following page.

1. Parts must have been purchased from Airbus Helicopter within the past sixty (60) days.
2. Any part ordered on an AOG basis is not eligible for return.
3. Part must be in an unused, airworthy condition and in the original packaging.
4. Part was not special ordered.
5. Parts must not have a shelf life, cure date, or be superseded by a newer part number.
6. Parts must have a list price of more than \$100.00.
7. Components requiring re-certification, such as avionics and instruments prior to the return to inventory will be assessed a re-certification fee.
8. Freight must be prepaid and parts must be adequately over-packed.
9. Parts must be returned with a copy of the original packing list or invoice number and the Return Material Authorization number.



10. Request for documentation will be charged at \$50.00 per page.

**A 25% restocking fee will be assessed on all parts returned for credit. A \$1000 maximum fee per line item will apply.**

All returns must be shipped to Airbus Helicopter, Inc., 2701 Forum Drive, Grand Prairie, Texas 75052-7099. Please contact your Account Representative before returning the part(s).

RESERVATION: Airbus Helicopter reserves the right to change or revise the terms and conditions that apply to Keycopter orders as further set out from time to time in Airbus Helicopter's current year Spare Parts and Services Catalog, which is accessible on Keycopter