# Customer Agreement

**WORLD PACIFIC AVIATION (WPA)**

**973 N. Mail St**

**Orange, CA 92867**

**P- 949-777-5486**

**F-949-899-8338**

Legal Business Name Operating (Doing Business) As

Physical Address: Mailing Address for Invoices:

Country Phone: Fax: Accounts Payable/Accounting Contact:

Name:

(Note: All accounts will receive electronic invoices only)

Website:

Title:

Phone: Fax: Business Structure

Email:

( ) Corporation State ( ) LLC ( ) Sole Proprietorship ( ) Partnership

Date Business Established:

D&B (DUNS) No:

Line of Business:

Tax ID #

( ) Taxable ( ) Tax Exempt If tax exempt, resale permit #

#### \*\*A copy of resale certificate must be provided with completed application

Name of Affiliated Companies, Parent or Subsidiary:

|  |  |  |
| --- | --- | --- |
| Name | Address | Telephone |
| NameSigning Officers | Address | Telephone |

# CUSTOMER AGREEMENT

#### TERMS AND COMPLIANCE

1. I/we (Company Name) (“Customer”) agree to not sell, export, re- export, or ship any part(s), materials, or documents acquired from World Pacific Aviation, Inc. (“WPA”) to current embargoed or banned nations as set forth by the United States Government. For a current list of embargoed or banned countries, please contact the U.S Department of Commerce.
2. Customer shall acquire and obtain any licenses or prior approvals required by the U.S. Government for sale, export, and re-export of part(s), products, or other materials purchased from WPA.
3. Customer will abide by all United States export laws and regulations for all part(s), products, and other materials purchased from WPA.
4. Customer will not sell, export, or re-export any part(s), products, or other materials purchased from WPA for use in the development or production of nuclear, chemical, or bio-chemical weapons.
5. Customer agrees that if any of the above items (1-4) are not met, our purchase order or business is subject to cancellation or termination.
6. Should a violation of any of these terms occur, the Customer shall notify WPA immediately and fully co- operate in any and all investigations or litigations.

#### CONDITIONS OF SALE

1. A purchase order must be received in documented format either by fax or electronic mail (email). Orders may be emailed directly to a sales representative or sent to the sales department by:

sales@world-pac.com

1. A purchase order will not be accepted over the phone.
2. In the event more than one company sends a purchase order for a given part(s) at a mutually pre-agreed price, the first purchase order received in hand will be the accepted order.
3. The minimum dollar amount for a purchase order is $150.00USD.
4. The minimum purchase price to guarantee a part repairable is $500.00USD. Any sales below $500.00USD are considered “as-is” sales and are not eligible for return in accordance with the RMA section of this Agreement.
5. A $450 USD AOG fee will apply to any order that is requested to ship same day but received between 4- 5:00pm PST. A $550 USD fee will apply to all AOG orders received after 5:00pm PST on weekdays and all weekend orders.
6. WPA does not offer a warranty on any part(s) outside of the extended warranty issued by a repair facility for repaired, overhauled, or new units. For information on any extended warranties, please ask an Account Manager. Any part sold for more than $750.00USD is either guaranteed repairable or guaranteed to be operational upon installation.
	1. Guaranteed repairable – WPA guarantees the part(s) will be capable of being restored to an airworthy condition through an FAA approved repair facility. If this condition cannot be met, the part(s) is eligible for return (see RMA section). WPA does not guarantee or warrant the condition or airworthiness of a part.
	2. Guaranteed to work upon installation – WPA guarantees that if a part has been repaired or overhauled prior to sale, it is guaranteed to be operable upon installation. If this condition cannot be met, the part is eligible for return (see RMA section). WPA does not guarantee or warrant the

condition or airworthiness of a part. All guarantees as to the merchant, fitness or airworthiness of a component are the responsibility of the Customer and the FAA approved repair station.

8. DISCLAIMER. Other than the express representations and warranties of Seller set forth in this agreement the purchased assets are being sold and assigned hereunder “AS IS, WHERE IS” and PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE OR WILL BE DEEMED TO HAVE MADE ANY TERM, CONDITION, REPRESENTATION, WARRANTY OR COVENANT EXPRESS OR IMPLIED (WHETHER STATUTORY OR OTHERWISE) AS TO ANY AND ALL WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED (WHETHER STATUTORY OR OTHERWISE) WITH RESPECT TO, (a) THE CAPACITY, AGE, AIRWORTHINESS, CONDITION, VALUE, QUALITY, DURABILITY, DESCRIPTION, CONDITION (WHETHER OF THE PART(S), ANY PART THEREOF OR ITS RECORDS), DESIGN, WORKMANSHIP, MATERIALS, MANUFACTURE, CONSTRUCTION, OPERATION, STATE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR SUITABILITY OF THE PART(S) OR ANY PART THEREOF, (b) THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, KNOWN OR UNKNOWN, APPARENT OR CONCEALED, EXTERIOR OR INTERIOR, (c) THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS, (d) ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE OR (e) ANY OTHER REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSET, ANY PART THEREOF OR ITS RECORDS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED, IT BEING UNDERSTOOD THAT NOTHING HEREIN WILL BE DEEMED TO LIMIT THE PURCHASER FROM AVAILING ITSELF OF ANY WARRANTIES, COVENANTS, AND REPRESENTATIONS OF ANY MANUFACTURER.

1. All part(s) are sold “As Is Where Is” by WPA. Customer agrees to defend, indemnify, and hold harmless WPA and the previous owner/operator of the Part(s), its affiliates, officers, servants, agents, and employees from and against any and all liabilities, losses, damages, demands, fines, penalties, and claims of any kind whatsoever, including all costs, expenses, and reasonable attorneys’ fees incidental thereto, which may be suffered by, accrued against, chargeable to, or recoverable from WPA as a result of injury to or death of any person, or damage to, loss or destruction of property arising out of Customers’ or its lessees possession, ownership, use, lease, or operation of the part(s) purchased from WPA..
2. Any orders that do not ship within 30 days of receipt for any reason will be cancelled by WPA unless otherwise agreed between Customer and Account Manager.
3. If an exchange transaction is requested, Customer is required to complete and return an exchange agreement from WPA, outlining the terms of the exchange transaction.
	1. A signed exchange agreement must be received back from the Customer prior to shipment of the order.
	2. If an exchange core is not returned to WPA within the time frame noted on the exchange agreement, Customer is subject to additional exchange fees or will be charged the Agreed Replacement Value of the unit on the date the core is due to WPA in accordance with the exchange agreement.
	3. Any changes to this must be approved by an Account Manager.
4. All orders are shipped Freight on Board (FOB) from the point of shipment. All part(s) will be shipped EXW Origin (Incoterms 2010). WPA will not be responsible for lost or destroyed shipments that are not insured by the Customer. WPA will not reimburse shipping on returned part(s).
5. Any shipping costs originally billed to the Customer’s account and in turn is re-billed back to WPA without prior approval, will incur a 10% handling fee.

#### RETURN MATERIAL AUTHORIZATION (RMA)

1. An RMA may be issued for a part(s) if one (or more) of the following occur:
	1. The Customer receives the incorrect unit from that which was listed on the Customers purchase order.
	2. The part(s) ordered is unable to pass FAA and manufacturer repair standards and/or mutually agreed upon to be Beyond Economical Repair (BER) - unless sold AS-IS.
	3. The part(s) ordered SV OR OH is not operational upon installation. (see section 4 & 5)
2. In order to obtain an RMA from WPA regarding an issue on a part(s), the Customer must contact an Account Manager. The Customer is obligated to provide supporting documentation to WPA of the issue which must include but is not limited to:
	1. Shop Report from an approved FAA certified repair facility
	2. A report from an airline or appropriate aircraft operator quality control department that the part(s) was not operational upon installation
	3. A picture of the part(s) showing either visible damage or that the incorrect part(s) was received by Customer.
3. All RMA’s are subject to a 45% restock fee.
4. All RMA requests must be received within 7 days of from date shipped. Airline Installation report required if failed upon installation.
5. All part(s) being returned must be received in WPA’s warehouse within 7 calendar days of RMA issue date.
6. If part(s) is shipped to a location other than the address supplied on the RMA, Customer is responsible for shipping fees to the correct location.
7. All returns must be pre-approved and cannot be returned without prior receipt of an RMA from WPA.
8. The Customer is required to follow the instructions for return of the part(s) as marked on the RMA. The RMA number must be referenced on all documentation pertaining to the return and must also be clearly marked on the outside of the returned package. If this condition is not met, the Customer is subject to a fee.
9. The request for return of a part(s) for reasons not stated above may be approved at the discretion of a WPA Account Manager. These returns are subject to additional restocking fees.

#### INVOICING AND PAYMENT

1. Orders are shipped on prepay (by credit card, check, or wire transfer), C.O.D., or a Net Terms basis as approved by WPA.
	1. Approval for Net terms is subject to meeting the following requirements:
		1. Completion of at least 3 separate orders with WPA.
		2. Submission of a credit application to WPA.
	2. Once the credit application has been reviewed, Net terms may be approved at the discretion of WPA.
	3. If approved for Net terms, payment is required within the time (calendar days) allotted by the net terms after the order is invoiced to the Customer. If this condition is not met, Customer is subject to additional fees and removal from Net terms on future orders (at the discretion of WPA).
		1. Payment is due within the time frame allotted regardless of situations such as the part(s) waiting for repair at a shop or acceptance by the Customer’s quality department.
		2. Past due invoices are subject to a monthly finance charge of 1.5% or $25.00USD, whichever is greater, until the balance is paid in full.
		3. In addition, WPA may seek assistance from an outside collection agency. The Customer will be responsible for all collection costs and attorneys’ fees (where allowed by law) in connection with any delinquent payment.
	4. WPA reserves the right to establish other terms of payment and suspend or restrict shipments to the Customer if payments are delinquent, if the Customer has exceeded the established credit limit, or if the financial condition of the Customer at any time, in WPA’s sole judgment and discretion, does not justify the terms of payment specified.
	5. For prepay orders, payment must be initiated within 7 business days from the receipt of the purchase order. If payment is not initiated within 7 business days, the order is subject to cancellation.
	6. Checks returned for any reason will be assessed a processing charge of $65.00USD.
	7. If payment is to be made by wire transfer, the Customer is required to comply with the following:
		1. All wire transfers will be made in United States Dollars (USD).
		2. The Customer is responsible for their own bank’s wire transfer fees.
		3. The Customer must include an additional $10.00USD for domestic wire transfers and an additional $35.00USD for international wire transfers.
		4. Any excess funds received will be credited to Customer’s account.
2. Customer is required to ensure the following current accounting information is on file at WPA at all times:
	1. A current name and contact information (phone and email) for an appropriate accounting representative within the company.
	2. A current resale certificate.

Customer hereby states that Customer has read and understood all the above terms and statements, and will be responsible for full compliance.

Company Name Representative Name & Title (Print)

Representative Signature Date

**APPLICATION FOR CREDIT TERMS OF SALE**

Legal Business Name Operating (Doing Business) As

Amount of Credit Requested: $

#### TRADE REFERENCES

(Attach a separate reference sheet if supplying more than 3 trade references)

### Company Name Address Phone

 Fax Contact Name: Email

Company Name Address Phone

 Fax Contact Name: Email

Company Name Address Phone

 Fax Contact Name: Email

Bank Reference:

Contact:

Account No. Phone:

( ) Checking ( ) Savings ( ) Other Fax:

Note: All information received relevant to this review for credit is held strictly confidential.

The undersigned hereby submits this application for credit to World Pacific Aviation, Inc. (WPA), and represents and warrants the authority to execute the application on behalf of the applicant and the information provided is accurate and complete. Should credit terms be granted to the applicant, the undersigned agrees that all amounts payable will stay current and be paid within terms. If payment is not received within terms the account is delinquent and will be subject to a fee of at least $25 but not greater than 1.5% of overdue balance per month. Fees and penalties are subject to change. WPA may at its discretion terminate terms, suspend or restrict shipments, and/or seek assistance of outside collection agency and impose collection fees payable by the applicant.

The undersigned agrees to all of the above as well as the terms set forth in WPA’s Terms Agreement document.

Printed Name/Title Signature Date

***Please return your completed application to the Accounting Manager, Jean Warden, at***

sales@world-pac.com