



FLYING TIGER COMPANY

ASA 100 ACCREDITED COMPANY



July 08, 2004

FLYING TIGER COMPANY
9530 AURORA AVENUE N. SUIT 105
SEATTLE, WA 98103
PHONE: (1)206-922-2146
FAX: (1)206-922-2257
EMAIL: SALES@FLYINGTIGERCO.COM

FLYING TIGER COMPANY, TERMS AND CONDITIONS OF SALE

APPLICABILITY These terms and conditions of sale are applicable to Flying Tiger Company, (hereinafter “Flying Tiger Company”) and to any of its customers (hereinafter “Customer”). All our sales are subject to prior sales to shortage from the manufacturers, denial from the manufacturer to accept the order, act of God, etc. by accepting delivery, customer agrees to be bound by these terms and conditions of sale, notwithstanding customer’s terms and conditions—whether or not supplied to Flying Tiger Company at any time.

ORDER ACKNOWLEDGMENT Upon Customer’s request, Flying Tiger Company will acknowledge receipt of hard copy purchase orders, and acceptance or denial within one (1 to 3 business day). Email confirmation will be sent.

All our sales are subject to prior sale or withdrawal or to other companies buying the same product and beating us to the punch by even a day or couple of hours.

ORDER MINIMUMS: We do not have any minimum.

PRICE QUOTES every effort will be made to maintain the listed or quoted prices; however, prices are subject to change without notice due to changes in costs. Prices and availability information received from Flying Tiger Company sales representatives or obtained through Flying Tiger Company's ecommerce website are quotations and DO NOT constitute legally

Binding offers.

PAYMENT TERMS Shipments to a Customer who has not established credit terms will be charged to a credit card (VISA, MasterCard or American Express only). Invoices will be sent at the time of shipment. Payments from a

Customer who has been given open terms should be mailed to the address shown on the purchase order; within thirty (30) days of receipt of the invoice or else such invoice balances will be subject to an interest charge of 1.5% per month until paid and any collection costs or fees incurred (unless special terms have been arranged). Accounts with unpaid balances over sixty (60) days will be placed on credit hold. Flying Tiger Company reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice and to require guaranteed security or payment in advance for the amount of the order.

CREDIT APPLICATION A Customer that wishes to pay on credit terms but has not established credit with Flying Tiger Company must fill out and sign an "Open Credit Application" form and then fax the completed form back to 206-922-2257 or e-mail it to accounting@flyingtigerco.com

The form is/ will be available online under “legal document” Application” will be accepted for credit terms. Credit terms and credit limit are not given until credit application is fully approved and processed.

DELIVERY Is relative to stock in hand and market conditions. Exact delivery will be confirmed when we get the acknowledgment from the manufacturer.

Standard orders for stocked items will ship by the end of the next business day or 2 days maximum, unless delayed delivery is requested.

Customer will be notified and an approximate shipping date will be provided for any back-ordered item. Although Flying Tiger Company will make every effort to meet the shipping dates provided, Customer acknowledges and agrees that Flying Tiger Company shall not be liable for any resulting charges incurred by the Customer on account of shipping delays. Customer may submit a written request to cancel any item which is excessively delayed (180 days). In the event that parts are provisioned specifically for the Customer, Flying Tiger Company reserves the right to charge Customer 100% of the associated cancellation and restocking fees.

ALL ORDERS WILL BE SHIPPED EXW (Ex-works) or F.O.B. ORIGIN SEATTLE UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.

Rush Order (AOG, Work Stoppage, or Counter-to-Counter) fees are \$150.00 per order AOG Hotline: 206-922-2146

Please contact your sales representative for AOG assistance during business hours.

CERTIFICATION Flying Tiger Company maintains complete traceability on all New (NE) parts. If Customer orders or accepts New Surplus (NS, AR, SV) parts, customer accepts that complete traceability may not be available. All shipments are accompanied by a Flying Tiger Company Certificate of Conformance at no additional charge, called ATA 106. If a copy of the manufacturer's certification is required, this must be stipulated on Customer's purchase order. Certification requirements will be agreed upon at the time Customer's account is established. Flying Tiger Company does not provide test reports as part of our certification packages.

Requests for test reports should be directed to your sales representative, and when available, a charge of \$ 250.00 will apply. If test reports are required, it must be clearly noted on Customer's purchase order.

PACKAGING Flying Tiger Company packages its product to prevent accidental damage during shipment and storage.

Parts are packaged according to the requirements of the design authority; otherwise, Flying Tiger Company's standard is to package hardware bulk, seals, O-rings, and packing's individually according to SAE AMS2817. When required, shipping containers will comply with ATA SPEC 300. Deviations from these standard packaging methods may incur additional cost.

Please contact a Flying Tiger Company sales representative to arrange for custom labeling. If custom labeling is not requested, parts will be shipped with Flying Tiger Company's standard label.

RETURN POLICY a claim must be addressed within 30 days of receipts of goods, to qualify that we may look to this request.

Within this time requirement, please contact a Flying Tiger Company sales representative for a Return Material Authorization (RMA) number. A Customer who does not obtain an RMA will be responsible for any excess costs incurred. Parts must be returned in the original Flying Tiger Company packaging and with

a copy of the original shipment's paperwork. Parts not returned in Flying Tiger Company packaging, or without a valid RMA number, will not be accepted. Where Flying Tiger Company returns parts for reasons other than an error, restocking fees will be charged.

DAMAGED GOODS In the event that material is damaged in transit, Customer must notify Flying Tiger Company within five (5) business days of said damage and request a credit or replacement order. Photos of the damaged packaging must also be included with the request and sent to accounting@flyingtigerco.com

Our terms are FOB Seattle so our liability for Damaged good does not exceed UPS FedEx, OR ANY CARRIER WARRANTY AND LIABILITIES.

WARRANTY Flying Tiger Company CARRY MANUFACTURER WARRANTY.

or upon installation into an end item provided that such installation occurs within 30 DAYS after delivery of the part, such part is found to be defective in material or workmanship, Flying Tiger Company shall, if it confirms the existence of the defect, replace such defective part at its own expense and with reasonable promptness. The Customer is required to provide Flying Tiger Company with written notice of a claimed defect, including reasonable proof that the defect is covered by the MANUFACTURER warranty.

CUSTOMER ACKNOWLEDGES THAT IT WILL PURSUE WARRANTY CLAIMS REGARDING SUCH PARTS AGAINST THE MANUFACTURER AND THAT FLYING TIGER COMPANY MAKES NO WARRANTIES ON ITS OWN BEHALF

WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE

REGARDING SUCH PARTS.

EXPORT RESTRICTIONS Customer agrees to not export or re-export any parts or technology received from Flying Tiger Company except in full compliance with all United States laws and regulations including the Export Administration Regulations and the International Traffic in Arms Regulations. In particular, such products may not be exported or re-exported to

a national or resident of any country to which the United States embargoes goods without appropriate approvals or licenses, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. In addition, Customer is responsible for complying with any local laws in Customer's country, which may impact Customer's right to import, export, or use the parts. Flying Tiger Company requires End- Use Statements for all orders.

VENUE SELECTION/CHOICE OF LAW This agreement shall be deemed to have been made in the State of Washington, U.S.A. and shall be interpreted in accordance with the laws of the State of Washington without regard to conflict of law principles. Customer consents to the exclusive jurisdiction of the state and federal courts of the state of Washington, U.S.A., for determination of any claim or controversy between the parties and arising out of or relating to these terms and conditions of sale. In the event that Flying Tiger Company shall engage an attorney or commence an action against Customer arising out of facts and circumstances related to these terms and conditions of sale including, but not limited to, Customer's breach of any of its obligations hereunder, Flying Tiger Company shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY In the event Customer claims that Flying Tiger Company has breached any of its obligations under this agreement, Flying Tiger Company may request the return of the products and tender to the Customer the purchase price paid by Customer and Flying Tiger Company shall have no further obligations under this agreement except to refund such purchase price.

THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST FLYING TIGER COMPANY FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. FLYING TIGER COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ANY DAMAGE TO AIRCRAFT, OR FOR LOSS OF USE.

Revised January 03 2014