

**Air Source One MetalZ, LLC**  
**Terms and Conditions of Sale**

Revision 10/23/2025



These Terms and Conditions of Sale outline how Air Source One MetalZ, LLC (referred to as “Air Source One”, “ASO” or “we”) conduct business with customers (“Customer”). By placing an order or accepting delivery of parts, you agree to these terms.

### **1. Key Definitions**

- “Customer” means the person or company purchasing parts from Air Source One.
- “Part” or “Parts” means any item, component, or material supplied by Air Source One.
- “Purchase Order” means the agreement for the supply of parts between Air Source One and the Customer.
- “Change Order” means any approved modification to a Purchase Order, agreed to in writing by both parties.

### **2. Part Conditions**

All parts are classified and documented according to the following codes:

- FN/NE – New/Unused (includes ASO Certificate of Conformance and/or Manufacturer certification)

Parts are inspected and stored according to Air Source One quality standards. The installer is responsible for ensuring the correct use of the part.

### **3. Applicability**

These terms apply to all sales made by Air Source One MetalZ, LLC unless otherwise agreed to in writing by an authorized representative. They override any conflicting terms proposed by the Customer.

### **4. Payment Terms**

Unless otherwise stated on the invoice, payment is due prior to processing the order. Payments must be made in U.S. Dollars and without deductions or offsets, including any currency exchange rates differences or wire transfer fees. Credit terms may be extended after a positive payment history has been established. If a customer with credit terms develops a past-due balance, Air Source One reserves the right to revoke those payment terms.

**Late payments may incur interest of 1.5% per month or the maximum rate allowed by law.** Title to parts remains with Air Source One until full payment is received.

Invoices disputed more than 30 days after issue are considered final. We may suspend future shipments if an account is past due.

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## **5. Orders and Changes**

Minimum order values: \$100 for domestic orders and \$200 for international orders. Orders must be submitted in writing or electronically. Air Source One reserves the right to accept or decline any order.

Any change to an order must be agreed upon in writing by both parties. All prices exclude taxes and duties unless otherwise stated.

Orders identified as AOG (Aircraft on Ground) will incur a flat \$500 priority shipping and handling fee, applied automatically at the time of order processing.

## **6. Cancellations**

Orders cannot be canceled without written approval. Specially ordered or customized parts may require payment for costs incurred.

## **7. Delivery**

Parts are shipped 'Ex Works' (Incoterms 2010) from Air Source One facilities unless otherwise specified. Shipping costs and risks are the Customer's responsibility. Delivery dates are estimates only; Air Source One is not responsible for delays.

If the Customer fails to accept delivery, the parts may be stored or resold after written notice, with related costs charged to the Customer.

## **8. Export and Compliance**

Customers are responsible for complying with all export and import laws, including obtaining necessary licenses. Air Source One is not responsible for delays or license denials by authorities. Exporting parts to restricted countries or users is prohibited under U.S. law.

## **9. Limited Warranty**

Air Source One warrants that all parts are free from defects in material or workmanship as follows:

- New (FN/ NE): OEM warranty or 30 days, whichever is longer.

## **10. Warranty Exclusions**

The warranty does not cover misuse, improper installation, corrosion, accidents, or normal wear. Repair or replacement does not extend the warranty period. Air Source One is not liable for indirect, special, or consequential damages, including lost profits or downtime.

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**11. Claims and Returns**

Inspect all parts upon receipt. Any claim must be submitted in writing within 30 days. **Returns require prior approval and a Return Material Authorization (RMA) issued by Air Source One must accompany the returned item(s).**

Returned parts are subject to a 15% restocking fee and may incur recertification costs.

**12. Indemnification**

Customers agree to defend and hold harmless Air Source One, its employees, and agents from all claims or damages arising from use, resale, or export of purchased parts.

**13. Force Majeure**

We are not responsible for delays caused by events beyond our control, such as natural disasters, labor issues, or government actions. If such conditions last over 90 days, either party may cancel the order without penalty.

**14. Governing Law and Jurisdiction**

These terms are governed by North Carolina law. Any disputes shall be resolved in the courts of Rutherford County, North Carolina. Claims must be filed within one year of the alleged issue.

**15. Anti-Corruption and Ethics**

Air Source One and its representatives will not offer or accept bribes or other improper advantages in connection with any transaction.

**16. Dispute Resolution**

Disputes may be submitted to arbitration in Rutherford County, North Carolina, under mutually agreed rules. If Air Source One prevails in a lawsuit, the Customer agrees to cover reasonable attorney's fees and costs.