



## TERMS AND CONDITIONS

### LIMITED WARRANTY

DK Turbines warranty for a new or overhauled part is six (6) months and a serviceable part is three (3) months from the date of shipment. DK Turbines obligation under this warranty shall be limited to workmanship on labor performed and replacement of any article completed at the time of repair/overhaul. If a part is confirmed to be defective in material or workmanship during the warranty period, DK Turbines will repair the defective part at its own expense with reasonable promptness or refund the invoiced price less prorated charges for time used. The Warranty Return Form filled out with the description of the failure or fault must be provided along with the part being returned. If a warranty replacement part is supplied to customer before claimed defective part is evaluated, DK Turbines will invoice the replacement unit at the current price plus shipping until evaluation can be made on the warranty unit. DK Turbines reserves the right to pass along cost that may incur from the vendor(s) for any warranty that is denied. If during the warranty period, any part is returned for claimed warranty and the part is found to be functional with no defects, the customer will be invoiced the fees incurred to return the unit to the original condition when sold. For high wear items such as brakes, starter generators, etc., the exclusive remedy for a warranty claim will be the repair of the defective unit. If a warranty exchange unit is provided to the customer, the warranty does not extend beyond the original warranty period. DK Turbines reserves the right to deny warranty, if at any time; (1) Customer's account becomes delinquent, (2) the Customer, on their own behalf, purchases a replacement unit from a second source, or (3) the part is subjected to neglect, damage, or improper handling or use. DK Turbines shall not be liable for any loss due to down time, lost profits, consequential damages or extraneous damages resulting from the failure of any supplied unit, or any other loss arising out of, or in connection with the sale or delivery of a product by DK Turbines to a customer. Shipping costs for warranty returns are the customer's responsibility.

### RETURNS POLICY

All returned parts must be received within thirty (30) days of the invoiced date and require a Return Material Authorization (RMA) number. There will be no returns accepted after thirty (30) days without prior approval. If the return is within thirty (30) days, and is because of our error, there will be no restocking fee. All other returns are subject up to a 20% restocking fee and possible recertification fees. All parts must be returned with original documentation and in original packaging or customer will be invoiced for recertification fees. Returned electrical units may be subject to recertification fees at customer's expense. All shipping charges involved in returning a unit, including any duties, taxes, and customs fees, must be paid by the shipper.

### EXCHANGE TERMS

Exchange prices are quoted on the basis that the returned repairable core will be of the same part number, dash number and modification status as the exchange unit provided. A repairable core is a unit that is in the condition as removed from an aircraft that can be economically repaired, and to include intact data plate with complete and legible part number and serial number on it. Returned cores should have the "core return information sheet" included to help expedite the processing of the core. The "core return information sheet" will be shipped along with the exchanged part. Failure to provide service data information can result in core rejection. If abnormal damage is found, either during receipt of part or during overhaul, charges will be billed as they become available. If a core is found to be Beyond Economical Repair (BER), the customer will be billed for the core charge listed on the original invoice plus the core evaluation fee. All cores due within fifteen (15) days. Evaluation of your core may take up to 90 days from receipt, if further time is needed, we will notify you at that time. To avoid late fees and/or outright billing of replacement costs, all cores must be received within Sixty (60) days. If a customer chooses to return a core after sixty (60) days, the core acceptance is subject to approval by DK Turbines. If an acceptable core is

received after the core has been invoiced, DK Turbines reserves the right to credit the core charge less a 10% late core fee.

### **AS REMOVED ORDER TERMS**

As removed (AR) parts are sold based on the part requiring an inspection. If a part is determined to be beyond economical repair (B.E.R.), then it can be returned for a full refund within thirty (30) days from the date of sale. Returned parts must have a copy of a work order or teardown report from an approved FAA Repair Station stating the unit is beyond economical repair (B.E.R.). As removed parts returned within thirty (30) days without a teardown report are subject to a 20% restocking fee. Extensions are occasionally granted for special circumstances and must be approved before the end of the thirty (30) day period.

### **EXCESSIVE CORE OVERHAUL / REPAIR**

If the overhaul/repair cost of a core exceeds 85% of the exchange price, we consider the repair cost excessive. In this case, the customer would be invoiced for any above normal parts and labor.

### **SCRAP/B.E.R. CORES**

A part is considered scrap or beyond economical repair (B.E.R.) if the price of repair exceeds 85% of the outright price for that component. For any B.E.R. cores, the customer would be invoiced the core value plus the shop evaluation fee. The customer may request to have their core returned to them at their expense.

If a customer would like to provide a second core to replace the first scrap core, they would be responsible for the evaluation fee on the first core. The replacement core must be received within fifteen (15) days of notification.

If a customer feels that our outright price is excessive, they may elect to replace a scrap part with an identical overhauled unit under the following terms:

1. The Overhaul Vendor and date of overhaul must be acceptable to DK Turbines. The customer should get approval prior to purchasing a replacement component to avoid any disappointment or misunderstanding.
2. In addition to supplying the overhauled component, the customer will be charged eighteen (18%) of the exchange price for the use of our part. This amount will be deducted from any refunds due to the customer.
3. The customer is responsible for any teardown/evaluation fees charged by the vendor.
4. The customer must supply the replacement component within fifteen (15) days of notification.

### **SHIPPING DAMAGE**

Damage due to shipping must be reported to DK Turbines within forty-eight (48) hours and a claim made with the appropriate freight company. If the container shows signs of visible damage, open at once, inspect the contents and have the carrier note the nature of damage on all delivery receipts. Original package with packing material should be kept until the package has been inspected and the claim is settled. DK Turbines will replace the damaged part, as described in the warranty clause when the damage is due to improper packaging. DK Turbines will not be liable for damage due to the freight company's neglect, lost shipment, improper handling, delays or damages not reported within the timeframes mentioned above.

### **INSURANCE**

Each shipment valued at \$2500 or greater will be insured at full replacement value unless we have a signed shipping insurance waiver form on file prior to the shipment of your order.

### **ORDER MINIMUMS**

Minimum orders are \$35 for domestic orders and \$75 for international orders, unless other terms have been arranged with sales representative.