

ARMS – Terms & Conditions (T&C)

1. **T&C:** set forth below pertain to the sale of goods by INRI INC. dba Aviation Repair & Material Support (ARMS) They may not be added to, modified, or otherwise altered, except by an authorized representative in writing with specific references to this document. By issuing a purchase order (PO), placing an order by telephone, or requesting goods through any other document the Customer hereby expressly agrees to the stated conditions below. The T&C herein constitute the entire agreement of the parties with respect to materials supplied by ARMS. These T&C supersede any and all other oral or written agreements, understandings, statements or representations.
2. **ORDERING INFORMATION:** All orders must be made or confirmed in writing, and are subject to approval and confirmation upon receipt by ARMS. Cancellation of orders may not be made without the written consent of ARMS and provided further that specially ordered systems(s) may not be canceled without payment to ARMS for all expenses involved, and such cancellation must be approved in writing by ARMS. ARMS will endeavor to send “order acknowledgment” on all PO’s, buyers are encouraged to request this “acknowledgment” if not received within 7 days.. ARMS is staffed by humans and things happen.
3. **ACCEPTANCE OF ORDER:** ARMS International’s acceptance of your order is expressly made conditional on your agreement to these T&C. Your agreement shall be conclusively presumed from your failure to object in writing within 10 days of delivery of goods or from your acceptance of all or any part of your order.
4. **PAYMENT TERMS:** Terms of payment are shown on front of invoice, subject to such limits or changes as may be set by ARMS. Cash discount, if any is indicated, will apply only on the net amount of invoice after deducting transportation charges and taxes thereon, and will be allowed only if taken within the time stated, and provided there are no past due charges. Payment for all amounts due listed on this Invoice shall be made in U.S. Dollars, and unless otherwise stated on this Invoice and signed by an authorized representative of ARMS, shall be due and payable according the Invoice terms. Unless otherwise agreed to in writing, all payments shall be non-refundable. The prices quoted are exclusive of shipping costs and all taxes with respect to the purchase or use of the goods purchased hereunder, which shall be the sole responsibility of Customer. If payment is not made within 30 days of its due date, interest shall accrue on any unpaid balance at the lesser of (i) 1.5% per month or (ii) the highest rate permitted by applicable law. ARMS shall retain a purchase money security interest in all goods sold to Customer until payment in full for all such goods is received by ARMS, and Customer hereby agrees to promptly execute and deliver to ARMS such further documents as ARMS may request to perfect such security interest, including, without limitation, security agreements and financing statements so be filed with the Federal Aviation Administration (“FAA”). Upon failure of the Customer to pay the price as set forth herein, the Customer hereby grants ARMS the right to come onto the premises of the Customer, or Customer’s purchaser, and to reclaim all of the goods under this agreement.
5. **CREDIT:** ARMS reserves the right to, at any time, revoke any credit extended to the Customer if Customer fails to pay for any shipment promptly when due, or for any other reason in the sole and absolute discretion of ARMS.
6. **TRANSPORTATION CHARGES:** All transportation charges/risk of loss in transit are the responsibility of Buyer, any claims made by Buyer for in-transit loss shall be made with the carrier. Payment or allowances of freight charges by Seller shall not alter or waive this provision. Unless agreed otherwise.
7. **DELIVERY:** Failure of the Seller to make delivery when due, if such failure is due to any reason beyond the control of the Seller, shall not subject the Seller to any liability from the Buyer. Seller reserves the right to make delivery in installments that shall be separately invoiced and paid for when due. Delay in delivery of installments will not relieve the Buyer of its obligation to accept remaining deliveries.
8. **FORCE MAJEURE:** ARMS shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God, compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the control of ARMS. In the event said events cause delays of delivery, the time for performance shall be extended for as many days beyond the date thereof as required to obtain removal of such causes. This provision shall not, however, relieve ARMS from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed. ARMS will supply evidence of delays when requested and if such proof can be furnished.
9. **CLAIMS:** Immediately upon receipt of the goods purchased hereunder, Customer shall inspect same. Any claim, including, but not limited to, claims for document deficiency, defect or shortage shall be made in writing to ARMS at the address stated hereon within thirty (30) days after Customer’s receipt of the applicable goods. Failure to notify ARMS in writing of a claim in the manner provided herein constitutes a waiver of the claim. No good may be returned without ARMS’s written consent, the issuance of an RMA number by ARMS, and in accordance with instructions furnished by ARMS, postage prepaid. ALL RETURNS MUST BE IDENTIFIED BY THE APPLICABLE RMA # all original documentation must be returned for claim to be considered. RETURNS ARE SUBJECT TO A 20% RESTOCKING FEE.
10. **WARRANTY:** ARMS hereby agrees to honor the warranty for overhauled, repaired, or new parts reflective of the OEM or FAA repair shop used, as stated on the certificates provided with the parts sold. Notice of an alleged defect shall be given by the Customer to ARMS within thirty (30) days after discovery thereof, and such notices shall contain detailed particulars setting out the nature and ground of the claim. Transportation charges for the return of such defective parts to ARMS and its reshipment to the Customer and the risk of loss thereof will be borne by ARMS only if returned in accordance with written shipping instructions from ARMS. ARMS shall not be liable under this warranty in any of the following events, namely: (a) if the aircraft component in which the part is fitted has not been operated, maintained, overhauled, or stored in accordance with the Manufacturers’ instruction; (b) if the said defective part shall have been handled, stored, repaired, or altered by the Customer in any way which may have impaired its safety of operation or efficiency; (c) if the aircraft component in which the said part is fitted has been subjected to any abnormal condition or to misuse or neglect or shall have suffered any accident. If assignable, the Customer shall be entitled to receive the benefit given by the supplier of materials to ARMS, and for this purpose ARMS hereby agrees to assign the benefit of such warranty to the Customer.
11. **RETURNED GOODS AND CANCELLATION:** All sales are final. The return of any material will be accepted only with prior written approval from the Seller, and the Buyer will be subject to a restocking up to 30%. Should Buyer choose, a credit for future purchases could be issued for the full amount of the original purchase price as stated on the invoice. Request for cancellation must be submitted to Seller in writing and will be subject to a cancellation fee
12. **EXPORT LICENSE:** ARMS is registered with the State and Commerce Departments and may be able to export the purchased material on behalf of clients (subject to compliance with applicable U.S. Export laws) \$350 administration fee will apply. All goods purchased shall be delivered FOB. The goods purchased hereunder may be subject to export controls imposed on ARMS and Customer by the U.S. Export Administration Act, U.S. Dept. of Commerce, Treasury, and State Regulations and other U.S. law (collectively “Export Laws”). Customer agrees to comply with all regulations, and acknowledges that it has the sole responsibility to obtain licenses to export or re-export all goods purchased by Customer from ARMS. Customer represents and warrants that the goods (i) shall not be exported, directly or indirectly, in violation of any Export Laws; and (ii) are not intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. DEBARMENT OF BUYER: If Buyer is debarred from participating in transactions which involve the export of goods (whether commercial or military), Seller may cancel any and all orders without liability of any kind. If Buyer is debarred by the U.S. Gov’t from selling goods directly to the government or providing goods as a subcontractor in fulfillment of requirements originating with the U.S. Gov’t, Seller may cancel order(s) without liability of any kind.
15. **ATTORNEY’S FEES AND COSTS:** In the event of a default under this Agreement, Customer agrees to pay ARMS the attorney’s fees and costs incurred by ARMS in bringing any lawsuit, whether at law or equity, to recover the sums due ARMS by Customer. The attorney’s fees and costs recoverable by ARMS shall include those incurred by ARMS in any appellate proceedings, and so any proceeding required so collect any judgment rendered in connection therewith.
16. **ASSIGNMENT/WAIVER:** This contract is not assignable by Buyer without the prior written consent of Seller. If any term of this Order is determined to be invalid or unenforceable under applicable law, such term or terms shall not apply; but the remaining terms of this Order shall remain in full force and effect.
17. **NOTICES:** All notices, or communications of any kind under and with respect to this Agreement and the Products shall be in the English language. All legal notices required hereunder shall be given by hand delivery or registered mail. The effective date of each such notice shall be the date upon which it is received.
18. **MANUFACTURED MATERIAL:** ARMS CoC issued, additional certification subject to additional \$350.00... All drawings/tools produced or purchased for all PO’s Warranty: 1 year from Ship date. Any issues with defects caused by ARMS, ARMS will take material back to repair or replace at ARMS cost. ARMS cannot be held liable for any additional costs, expenses, and/or damages related to or arising from parts/motors deemed to be non-conforming. Replacement parts will be shipped IAW ARMS production schedule. ARMS will not be responsible for any part that has passed customers inspection; we do not control how material is applied. Blanket orders are valid for one (1) years’ time only, or until quoted quantities are fulfilled within the (1) year period. All parts must be shipped within the one (1) year time period. Standard ARMS manufacturing practices will apply unless otherwise agreed upon in writing. Any special processes, testing and/or analysis may require additional quotation. ARMS will not accept a cancellation without charging cancellation fees (this includes late deliveries). Due to significant cost increases and supply shortages of raw material that are beyond our control, ARMS quoted prices are subject to increases throughout the performance period on any contract resulting from quotations. Any increase will not exceed the additional cost or surcharges directly related to the material. *LEAD TIMES SUBJECT TO CHANGE DUE TO RAW MATERIAL, ELECTRONIC COMPONENT, AND COMPONENT PART SHORTAGES GLOBALLY.