

EXCHANGE AGREEMENT

Subject to the terms and conditions below, Davenport Aviation (DAI) agrees to exchange with the referenced Customer a certified component (Exchange Unit) in return for the Customer's component (Core Unit).

COMPANY NAME AND ADDRESS		CUSTOMER PO	:		
		CONTACT NAME	:		
		CONTACT EMAIL	:		
		CONTACT PHONE	:		
PART NUMBER:	:		SERIAL NUMBER	:	
DESCRIPTION:	:		CONDITION	:	
EXCHANGE FEE	:	\$	CORE DUE	:	
EXCH TYPE	:		OUTRIGHT VALUE	:	\$

- 1) The Customer agrees to pay the Exchange Fee, transportation & packaging costs to/from DAI's facilities and other costs necessary to return the Core Unit to the same (or higher) standard as the Exchange Unit provided.
- 2) The Customer agrees to deliver the Core Unit to DAI within 21 calendar days from the shipment date of the Exchange Unit. If the Core Unit is not received within the allotted timeframe, DAI will invoice a second exchange fee and extend the return period an extra 21 days. If DAI has not received the Core Unit within 60 days from the date of shipment of the Exchange Unit, DAI will invoice the entire Outright purchase price of the unit referenced in this Agreement *in addition to both exchange fees already invoiced.*
- 3) Core Units must be returned repairable and be the same part number and mod status (or be capable of modification to the same status) as the Exchange Unit provided. Interchangeable Core Units are not acceptable without prior written authority of DAI.
- 4) The Core Units must be accompanied by the return documents mentioned below and will not be considered received until all of the required documentation has been provided to DAI. *Additional charges may be incurred should definitive removal reason information not be provided.*
 - i) Full Airline trace (TSO/TSN, CSO/CSN, DOM, OEM cert), if Life Limited Part
 - ii) Unserviceable tags, with "Reason for Removal" information
 - iii) Signed Non-Incident Statement
- 5) If Core Unit is returned with incomplete documentation, DAI reserves the right to keep Exchange transaction open and charge Late Fees until proper paperwork is submitted and meets compliance standards.
- 6) Should a Core Unit subject to life time limitation be returned with less life remaining than was remaining on the Exchange Unit provided, Customer agrees that Core Unit will be sent for overhaul.
- 7) If Customer returns Exchange Unit unused, DAI must receive all original documentation and written confirmation that the unit has not been installed upon an aircraft. The customer will be billed a 25% re-stocking fee of Fair Market Value (FMV). *DAI reserves the right to send parts returned unused for test & recertification at the Customer's cost.*
- 8) Core Units requiring test / repair will be forwarded to a repair facility of Davenport Aviation's sole choosing, Repair shop charges are kept confidential with shops. Davenport will notify Customer in writing of estimated repair/overhaul cost for approval with minimum 10% handling fee.
- 9) The Customer agrees to respond to repair quotation provided by DAI within three (3) calendar days of the date of issue. If the Customer fails to respond to the quotation within this period, the Customer agrees that the quotation is deemed accepted.
- 10) Should the Core Unit be determined by DAI to be BER (Beyond Economical Repair) or non-repairable, the Customer agrees to either: provide an alternative component, in serviceable condition, acceptable within 7 days of being notified of the Core Unit being considered BER/non-repairable or accept a replacement charge equal to the latest manufacturer's list price plus 20% in addition to any evaluation or freight charges already incurred.
- 11) The Customer agrees to provide warranty on replacement components against all defects dependent upon the condition of the component provided. Repaired/Tested components will be provided with a minimum of 6-months warranty from date of receipt. Overhauled/New components will be provided with a minimum of 12-months warranty from date of receipt.
- 12) Customer wishing to return an Exchange Unit under warranty must seek prior Return Material Authorization (RMA) from DAI that explains why the Exchange Unit is being returned under warranty. Failure to adhere to this requirement may invalidate any warranty claim.
- 13) Title to the Exchange Unit remains with DAI until the Customer has satisfied all terms and conditions of this agreement. Title to the Core Unit transfers to Davenport Aviation upon receipt of the Core Unit at Davenport Aviation's facility.
- 14) The Customer agrees to pay all DAI invoices within stated terms. If payment is not made according to the terms provided, Customer agrees that they are responsible for any late payment charges accrued in the amount of 2.5% per month on the outstanding invoice balance.
- 15) OTHER THAN THE TERMS MENTIONED ABOVE, DAVENPORT AVIATION STANDARD TERMS AND CONDITIONS APPLY.
A copy of the Davenport Aviation Standard Terms And Conditions can be found at www.DavenportAviation.com

Declaration I have read, understand and agree to the Terms and Conditions stated above.

Signature:		Title:	
Date:			

