



Efficiency
Consistency
Quality

Standard (Exchange plus core) Exchange Agreement

1 Customer

Return Core Address

Item	Exchange Unit (Part Number and Serial Number)	Description	Outright Sale Price (USD)	Condition	Exchange Fee (USD)

TOTAL (USD)	\$
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1 Exchange Transaction

By execution of this **Exchange Agreement**, Customer agrees to;

- (i) pay the **Exchange Fee** noted above under such payment terms agreed with Killick
- (ii) return an **Exchange Core Unit** to KILLICK AEROSPACE within the **Exchange Core Return Period**
- (iii) pay for the **Exchange Core Unit Repair** upon receipt of invoice
- (iv) pay all additional charges upon receipt of invoice

2 Exchange Core Return Conditions

- (i) The Customer shall deliver a like part complete with all of the documentation detailed in Section 6 herein (the "**Exchange Core Unit**") within twenty one (21) days from the date of this Agreement (the "**Exchange Core Return Period**").
- (ii) In the event that Customer fails to deliver the **Exchange Core Unit** within 21 days of the date of this Agreement, Customer agrees that the transaction is automatically converted to an **Outright Sale** at the **Outright Sale Price** above less the **Exchange Fee**, payment of which is due upon receipt of invoice.
- (iii) **Customer acknowledges that the delivery to KILLICK AEROSPACE of an Exchange Core Unit without all of the documentation detailed in Section 6. is not in compliance with this Agreement, and that in such an event the Exchange Core Unit is considered not delivered to KILLICK AEROSPACE, and that Section 2 item (ii) will apply accordingly.**
- (iv) Prices for Exchange Parts are subject to normal repair/overhaul and for like cores. The **Exchange Core Unit** must be economically repairable and be the same part number and modification status (or be capable of modification to the same part number and modification status) as the **Exchange Unit**. An **Exchange Core Unit** that has an alternate part number is not acceptable without prior written authority of KILLICK AEROSPACE. In the event that KILLICK AEROSPACE accepts an **Exchange Core Unit** with an alternate part number to the **Exchange Unit**, Customer agrees to pay for any modification fees incurred within the **Exchange Core Unit Repair**.

Once the **Exchange Unit** is dispatched from KILLICK AEROSPACE's facility, this agreement is in effect in its entirety. Cancellations and/or an **Exchange Unit** returned unused must be approved in advance by KILLICK AEROSPACE and are subject to a restocking fee equal to 10% of the **Outright Sales Price** listed above. An unused and returned Exchange Unit



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must be accompanied by all original paperwork supplied by KILLICK AEROSPACE, plus a Non-Usage Statement indicating that part was not used or installed and signed by the Customer's Quality Control Representative.

KILLICK AEROSPACE, at its sole discretion, may approve the return of a certified **Exchange Core Unit**, however this must be authorized in advance and in writing. In such case, KILLICK AEROSPACE and Customer may agree to an extended **Exchange Core Return Period**. Customer's failure to deliver the certified **Exchange Core Unit** within the extended **Exchange Core Return Period** will result in the **Outright Sale Price** in accordance with Section 2, item (ii)

Customer acknowledges that KILLICK AEROSPACE, at its sole discretion, may choose not to accept an **Exchange Core Unit** which contains PMA parts, or which contains non-OEM or non-SRM repairs, or to replace such PMA parts or non-OEM or non-SRM repairs within the **Exchange Core Unit Repair** workscope, at the Customer's expense.

3 Exchange Core Return Shipping Details:

Unless otherwise agreed, the Customer shall deliver the **Exchange Core Unit** to the above **Return Core Address** above.

4 Conversion from Exchange Transaction to Outright Purchase

- (i) Customer may, within the **Exchange Core Return Period**, convert the **Exchange Transaction** into a Purchase Transaction at the **Outright Sale Price**.
- (ii) Customer agrees that in the event of a conversion from **Exchange Transaction** to Outright Purchase, payment is due upon receipt of invoice.

5 Exchange Core Unit - Repair Approval & Invoicing

- (i) Upon receipt of the **Exchange Core Unit**, KILLICK AEROSPACE will promptly have the Part evaluated for Repair/Recertification or Overhaul and modification if so required (the "**Exchange Core Unit Repair**"), in order to have the **Exchange Core Unit** returned to the same condition as the **Exchange Unit**.
- (ii) Customer acknowledges that the **Exchange Core Unit Repair** will not allow for PMA Parts, or for non-OEM or non-SRM approved repair processes.
- (iii) Immediately upon receipt of the quote for the **Exchange Core Unit Repair**, KILLICK AEROSPACE will forward a copy to the Customer for approval. Customer will have five (5) working days to approve the quote, after which KILLICK AEROSPACE may at its sole discretion (a) proceed to approve the **Exchange Core Unit Repair** or (b) determine the **Exchange Core Unit Repair** to be excessive and that the **Exchange Core Unit** is beyond economical repair ("**BER**").
- (iv) Customer acknowledges that in the event of either the **Exchange Core Unit Repair**, or the **Exchange Core Unit** being deemed **BER**, payment of invoices provided by KILLICK AEROSPACE are due upon receipt.

6 Exchange Core Unit – Documentation Requirements

The **Exchange Core Unit** must be accompanied by the following documents:

- (i) A Packing Slip or Commercial Invoice, detailing the customer PO number, showing transfer of ownership to KILLICK AEROSPACE
- (ii) A KILLICK AEROSPACE Material Return Authorisation (MRA) (attached) detailing the following:
 - a. the reason for removal or failure
 - b. the Aircraft or Engine Serial Number that the **Exchange Core Unit** was removed from
 - c. the Part Number and Serial Number of the **Exchange Core Unit**
 - d. Non-incident statement from the last operator
 - e. Non-incident from Part 145 organisation, where applicable

Signature

The Customer, by signing below, has read and accepts/agrees to all the terms and conditions of this agreement.

Company Name

Purchase Order #

Name Signature Date