



2519 Park Avenue • Pearland, Texas 77581 • 281-412-5757 • Fax 281-412-5755 • www.houstonaircraft.com

Terms and Conditions of Sale

Terms of Payment:

All work performed by **Houston Aircraft Instruments, Inc. (HAI)** shall be upon the following terms and conditions.

If the client has an established credit account, invoices are due and payable in full within thirty (30) days from date of invoice, unless otherwise indicated on the invoice. Accounts not paid in full shall bear interest at the rate of one and a half (1.5 %) percent per month computed from the due date to the date of payment. Failure to comply may result in cancellation of credit privileges without notice and the credit account placed in collection according to the terms of the credit account. **HAI** may, at any time, limit or cancel a client's credit account and may demand payment in cash for delivery of any item.

If a credit account has not been established, MasterCard, VISA, American Express, and Discover credit cards are accepted. All other transactions will be C.O.D., or payment in advance, unless prior arrangements are made. If a C.O.D. is not accepted and is returned to **HAI**, the client will pay all additional shipping and handling costs. Payments made using a bank account outside the U.S. must have all funds clear before shipment of any item.

If payment is made by check or other suitable means and insufficient funds are used, a thirty (\$30.00) dollar charge will be added to the amount due on the invoice. If sufficient funds are not presented, **HAI** may, at any time, seek legal remedy.

Invoices shall be payable in U.S. Funds. Any returns may be charged a fifteen (15%) percent re-certification fee, depending on the type of item.

Shipping:

All items should be shipped directly to:
Houston Aircraft Instruments, Inc.
2519 Park Avenue
Pearland, Texas 77581 USA

Items sent to **HAI** must be carefully packed in original or comparable packing. These packages should be in sturdy cartons with suitable shock-absorbing material. Items should be marked "Fragile" on the exterior of the carton. Aircraft instruments and accessories are extremely fragile, even if inoperative. Always handle the items like eggs. Failure to do so may result in a voided warranty or a damaged shipment. To minimize handling damage, ship via Federal Express, UPS, Air Freight, or other similar commercial carrier. **HAI** discourages the use of Parcel Post.

All shipments must be sent prepaid. **HAI** does not accept any C.O.D. shipments on items sent for work to be performed. When shipping the item, please provide details of manufacturer's name, part and model numbers, serial numbers, malfunction, and requested action. Specify contact information and return shipping method. **HAI** will insure all items for their replacement value and charge to the client's invoice or freight carrier account unless waived by the client in writing. If any shipment from **HAI** is received with shipping damages, please notify **HAI** and file a claim with the carrier immediately.

Exchange Program:

Through the **HAI** exchange program, an item may be exchanged for an item in airworthiness condition. The exchange price is based on the return of an acceptable core with normal labor and parts. A core charge will be shown on the sales transaction. Depending on the type of terms, the core charge may be added to the exchange price. After receipt and inspection of the core, charges or refunds will be made. Core returns must (1) be received by **HAI** within fourteen (14) days of sale of the exchange item and (2) have an acceptable and legible nameplate with the same part number as the exchange item, unless prior arrangements have been made. The exchange price will not be applicable in the case of abnormal damage due to misuse, fire, accident, abnormal wear, or unauthorized repair.

Loaner Policy:

Loaner items are occasionally available while a client's item is serviced, depending on the status of the client's account. Loaner items are billed at thirty (30%) percent of the exchange price per month, with a one (1) month minimum. The loaner item must be returned within fourteen (14) days of client receipt of a serviced item. Signs of improper handling or installation will incur repair charges in addition to the monthly rate.

Miscellaneous:

This agreement shall be construed and interpreted under the laws of the State of Texas. The parties hereby consent to the jurisdiction of the courts of the State of Texas and agree that venues shall lie in Brazoria County. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.