

# **ADVANSED TECHNOLOGY AERO LLC**

## **Standard Terms & Conditions for Purchasing of Goods**

### **Sale of Goods**

#### **I. DEFINITIONS**

This document uses the following definitions: Buyer means the organization or person who buys goods. Goods mean the articles to be supplied to the buyer by seller whether they be physical or digital (downloadable).

3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks and all other forms of intellectual property rights worldwide.

II. "Seller" means ADVANSED TECHNOLOGY AERO LLC. 8 The Green, Suite 7782, Dover, DE, 19901, USA.

#### **III. GENERAL**

1. These terms and conditions shall apply to sales of goods by the seller to the buyer, excluding all other terms and conditions referred to, offered, or relied on by the buyer, whether in negotiation or at any stage in the dealings between the parties. Any such additional terms will only be effective if specifically accepted in writing by an authorized representative of the seller.
2. Any changes to these Terms and Conditions (including any special terms agreed between the parties) must be agreed in writing by both parties.

#### **IV. PRICE AND PAYMENT**

1. The price shall be the Recommended Retail Price less agreed discount, unless otherwise agreed in writing between the parties. The product is exempt from Value Added Tax or any other applicable costs.
2. All transactions must be completed prior to the release of any goods by the Seller. The Seller offers the possibility to pay by PayPal or through Authorize.net, utilising a number of credit or debit cards. Alternatively, call the Seller at telephone number
3. The Seller is entitled to charge interest on overdue invoices from the date when payment becomes due, at a rate of 5% above the base rate of the USA bank UBS.
4. Once an order has been shipped, it cannot be canceled. The Buyer should return the item through the standard Returns Process. .
5. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

1. require payment in advance of delivery in relation to any Goods not previously delivered;
2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

## **V. DESCRIPTION**

We have used our best efforts to describe the Goods as accurately as possible. However, we make no guarantee that the description is accurate, complete, reliable or current. Furthermore, any description of the Goods provided by us is given purely for identification purposes and shall not constitute a sale by description. For your convenience, we hereby affirm that you shall not be entitled to rely on any descriptions used to promote the Goods.

## **VI. SAMPLE**

Although the sample of the Goods shown to and inspected by the Buyer is representative in nature, the bulk of the order may differ slightly as a result of variations in the format of the final publication and attributes of each aircraft type.

## **VII. DELIVERY**

1. Unless otherwise directed in writing, the Buyer will accept delivery of Goods at the address specified on or as close as possible to the date required by the Buyer. The Buyer shall arrange for pickup of the Goods whenever they are tendered for delivery.
2. If the Seller is unable to deliver the Goods because of acts or circumstances beyond the Seller's control, the Seller has the right to put the Goods in storage until such time as delivery can be made, and the Buyer will be responsible for any expenses associated with such storage.
3. Damaged Goods must be reported to the Seller within 7 days of receipt. In such instances, the Seller will arrange for replacement or refund. If the Buyer wishes to return the damaged Goods for a refund, the Buyer must return them within 14 days of receipt in order to receive a full refund. Refunds outside of the 14-day 'cooling off' period may not be permitted. In such cases, Buyers will be responsible for all shipping costs incurred.
4. If Buyer purchases a digital downloadable version of the Goods, Buyer has 14 days from the date of purchase, but before beginning download, to decide whether Buyer wishes to request a refund. If Buyer downloads the digital Goods before requesting a refund during this 14-day period, Buyer shall lose the right to request a refund.

Goods then Buyer has committed to purchasing the Goods and Buyer will not be entitled to a refund, unless exceptional circumstances prevail. We want to ensure that our customers are satisfied with the product so if you have purchased the product and have concerns please contact +1 (302) 244-5551 or contact [clement@advancedtech-aero.com](mailto:clement@advancedtech-aero.com)

## **VIII. RISK**

Risk of loss for the Goods will pass to the Buyer when the goods are received by the Buyer. If the Buyer chooses to pick up the Goods itself, risk of loss will pass when the Goods are delivered to or set aside for their collection by the Buyer, whichever happens first.

## **IX. TITLE**

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

## **X. RETURN OF UNUSED GOODS**

1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required by the Buyer.
2. Any returns must be authorized by a representative of the Seller before any credit can be issued.
3. In the event that the Buyer is returning goods that are not damaged, the Buyer will be responsible for the cost of carriage. The Buyer should ensure that any goods being returned are packaged carefully in order to avoid damage during transit. The Seller will not accept any goods that have been damaged in any way.
4. To return goods, the buyer must unequivocally inform the seller of their decision to withdraw from the purchase within 14 days of receiving the goods. The buyer can do this by adding a written statement to the goods that they are returning by post, or by sending a fax or e-mail. It is not enough to just return the goods to the seller. The seller will refund within 14 days from receipt of your withdrawal notification, but is able to delay refunding if they have not received the goods back or evidence that you have sent them back. The refund will consist of the purchase price and shipping cost of the goods. Buyer is responsible for cost of shipping back to seller. Such shipment must utilise tracking or sign upon receipt level service."
5. Please note that Buyer may not use or photocopy or replicate any part of the Goods before deciding to return them. The right to return Goods

exists to allow you to examine the product in the same way as you would in a shop, not to give you 14 days free use.

#### **XI. LIMITATION OF LIABILITY**

1. No additional liability will be accepted by the Seller in excess of the sale price.
2. Nothing in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury resulting from its negligence or that of its employees or agents.

#### **XII. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights created from or arising from the performance of this agreement shall become the absolute property of the seller, and you shall do all that is reasonably necessary to ensure that such rights vest in the seller by executing appropriate instruments or making agreements with third parties.

#### **XIII. FORCE MAJEURE**

If the Seller's performance is delayed because of events outside its control, including but not limited to acts of God, strikes, lockouts, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, the Seller may be entitled to a reasonable extension. If the delay persists for an unreasonable length of time, the Seller may terminate the contract.

#### **XIV. RELATIONSHIP OF PARTIES**

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties; each party will be independently responsible for its obligations under these Terms and Conditions.

#### **XV. ASSIGNMENT AND SUB-CONTRACTING**

The Buyer shall not assign or transfer the contract for the sale of Goods, nor subcontract any obligation under it, without the written consent of the Seller.

#### **XVI. WAIVER**

The failure by either party to enforce any one or more of these terms at any time or for any period shall not be construed as a waiver of that party's right to enforce the Terms and Conditions at any time subsequently.

#### **XVII. SEVERABILITY**

If any term or provision of these Terms and Conditions is held invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall

be eliminated. The remaining provisions of these Terms and Conditions shall remain in full force and effect.

**XVIII. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of United States. The parties hereby submit to the exclusive jurisdiction of the courts of United States.

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**8 The Green, Suite 7782, Dover, DE 19901, USA.**