

## EXCHANGE AGREEMENT

### ORDER PENDING

\*\* PLEASE REVIEW, FILL IN INFORMATION, SIGN, AND RETURN ASAP \*\*  
Form must be returned before order will ship

#### Order Information

This agreement between Southeast Aerospace, Inc. and the company listed below will serve as the governing exchange agreement covering the following Sales Order and material exchange done between the two parties. Due to the special core requirements involved in this specific transaction, this agreement replaces (for the following Sales Order only) any other agreements between the companies, including any previous Blanket Exchange agreements.

<b>Customer Name:</b>	<b>Sales Order #</b>
<b>Customer Contact:</b>	<b>Customer PO #</b>
<b>Customer Phone #</b>	<b>Customer Fax #</b>
<b>Exchange Part Number:</b>	<b>Exchange Price:</b>
<b>Exchange Model:</b>	<b>Core Charge:</b>
<b>Exchange Serial Number:</b>	<b>Repair Cap:</b>

#### Billing

Southeast Aerospace's exchange price is based on a standard exchange. Additional billing will only occur if the cost to repair the core received exceeds the repair cap or if a core is not returned. The "repair cap" is the maximum allowable cost to repair the customer core. If the cost to repair the core exceeds the repair cap, the customer will be billed an additional fee equaling the difference between the repair cost and the repair cap. If the additional fee exceeds or equals the core charge, the core will be deemed to be beyond economical repair and the core will be billed back to the customer at the original stated core charge amount indicated on the exchange invoice. A billback of the original core charge amount will also occur in the event that a core is not returned. Occasionally the core value will be billed and collected at the time of the initial transaction if the customer is not an established customer with Southeast Aerospace or if core collection/payment difficulties existed in the past.

#### Core Conditions

This policy is based on the return of a repairable core of the same model and same part number as the unit supplied by Southeast Aerospace. Furthermore, Southeast Aerospace defines a repairable core as a unit that is in the condition as removed from an aircraft, a unit that is not incident related (i.e. no fire or water damage) and a unit that can be economically repaired. Southeast Aerospace will also not accept the following:

- Cores that have been heavily modified or extensively and unproductively worked on.
- Cores with a 'P' in the serial number (applicable to units manufactured by Honeywell or Bendix/King)
- Cores with missing, modified or illegible dataplates.
- Cores that arrive disassembled.

*This exchange transaction also contains the following special core requirement(s):*

### SPECIAL CORE REQUIREMENTS

**Core Returns**

All cores should be returned to Southeast Aerospace at 1399 General Aviation Drive, Melbourne, FL 32935 USA. Any and all transportation costs for the return of the core are the responsibility of the customer. SEA will not be responsible for obtaining the services of a customs broker to facilitate clearance of cores sent by any method other than DHL, Fed-Ex or UPS, nor will we be responsible for any fees incurred for U.S. Customs clearance. Cores returned other than by DHL, Fed-Ex or UPS will necessitate making advance arrangements with a customs broker for clearance through U.S. Customs. Southeast Aerospace will not accept cores that are subject to payment of any fees prior to delivery to our facility. Failure to follow these requirements may result in non-delivery of the core to us and the possibility of it being returned back to the country of export. Customer exchange cores are to be returned to Southeast Aerospace within 30 days. If no core is returned after 45 days, it will be assumed that no core will be sent and the core charge will be expected to be paid. If the customer chooses to return a core after 45 days, the core acceptance is subject to approval by Southeast Aerospace. Cores for which Southeast Aerospace has repair capabilities are typically evaluated within 10-30 days of receipt. Cores that must be sent to an outside facility typically take 20-45 days to be evaluated. In rare instances, core evaluations can be delayed beyond the normal time frame due to parts delays or other factors.

As an authorized representative of the above listed company, the undersigned agrees to all of the conditions set forth in this exchange agreement.

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Signature

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Print Name & Title

Date