Innovative Solutions and Support (IS&S) Repair and Depot Terms and Conditions

The following Terms and Conditions (T&Cs) will apply to all products returned to IS&S for Depot Level or Repair Station Level repair and return.

Packaging of Equipment:

- 1) All products returned to IS&S for repair will be inspected at our shipping dock for proper return packaging and material condition.
- Customers will package all return product in an appropriate cardboard box, plastic shipping tote or MIL-STD reusable shipping box with adequate packing material to prevent any damage to the product while in transit to the IS&S repair facility.
- 3) All products inside the shipping container must be appropriately packaged in a sealed Electro-Static Discharge (ESD) bag and all connectors and open ports will be protected with appropriate ESD connector caps and port caps.
- 4) Any product returned to IS&S for repair with inadequate packaging material will be returned immediately to the sender at the sender's expense.
- 5) IS&S is not responsible for damage during shipping.

Receiving Inspection Requirements:

- 1) All products sent to IS&S for repair will be inspected at our receiving dock for condition and appropriate paperwork.
- 2) Products returned to IS&S will be accepted into the repair station in repairable condition. The products will be subjected to an incoming physical inspection. If damage is found during the incoming inspection, it will be noted on the customer's paperwork. If the damage is noted on the incoming customer paper work, the product(s) will be accepted in to the repair station. If damage is found that was not disclosed on incoming customer paper work then the damage will be recorded. The packaging will be inspected for damage and the customer contacted to discuss the issue.
- 3) The customer supplied paperwork will be reviewed for accuracy and completeness. All products sent to IS&S for repair must be accompanied by a Purchase Order, Repair Order, Work Order or another equivalent document which must contain the following information as a minimum:
 - a) PO, WO, RO or equivalent number.
 - b) Valid point of contact for the work requested.
 - c) Phone Number for point of contact.
 - d) Email for point of contact.

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- e) Product Nomenclature.
- f) Product Part Number.
- g) Product Serial Number.
- h) Reason for return. Make this as descriptive as possible.
- i) Valid "Ship To" address and point of contact for shipping.
- j) Valid "Bill To: address and point of contact for invoicing.
- k) Invoice details or Pro-forma details.
- I) Required software version as the situation dictates.
- m) Pertinent aircraft details such as: installation date, current times and cycles, etc.
- n) Release requirements for the product(s), such as certificate of conformance, FAA 8130-3, EASA Form 1, dual release, etc.
- o) Requirements for the authorized release certificate, inspected, overhauled, repaired, new, etc.
- p) Request for warranty service and tear down.
- 4) All purchase orders, repair orders, work orders or equivalent accompanying paper work must be funded with at least the appropriate test check and recertification fee as found on our website under the customer service tab. If the product(s) in question are not listed there, contact IS&S customer service by email at ISSCustomerService@Innovative-SS.com.
- 5) If a product is received without a funded purchase order, with exception to currently funded contracts, IS&S will contact the point of contact supplied with the product(s) to request a purchase order, service order, work order or equivalent paper work that is funded with the appropriately. The customer will have ten (10) days to comply with this request. The customers product will be held by safely held by IS&S until the product(s) are appropriately or ten (10) days elapse at which time the product(s) will be returned to the customer in an "as received" condition. Exceptions to this policy will be honored if IS&S receives notification from the customer prior to the ten (10) day period with a reasonable response to why the repair funding cannot be procured at that time.

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Warranty:

- 1) IS&S warranties all repairs and overhauls for a period of six (6) months. This six (6) month warranty only applies to units that are outside any current or pending contracts or agreements made through our sales and marketing department.
- 2) During the in-process inspection, all IS&S tamper proof seals will be inspected for evidence of tampering, excluding normal wear as a result of product(s) installation. If the seals are found to be tampered with, all warranty considerations become null and void.
- 3) Units being returned for warranty claim consideration will have a teardown and a report completed on the product. If it is found that the unit failed during the warranty period and the failure is a cause of the last repair / overhaul, shipping from IS&S or any mode considered to be covered under the IS&S warranty, IS&S will honor the warranty. If the unit is deemed tampered with, altered or damaged by outside sources that are not directly related to IS&S, then the warranty consideration will be denied.
- 4) Contractual warranties will be considered factual unless IS&S proves that damage, tampering or alteration of the unit has occurred which is considered to be outside of any contractual terms.

Shipping:

- 1) All customers are responsible for shipping costs both to and from IS&S and for all returns or per contractual terms.
- 2) Customers will ship all product(s) to IS&S using a reputable shipping company. IS&S routinely accepts packages from companies such as Federal Express, United Parcel Service, DHL, United States Postal Service and other freight companies commonly used by International customers.
- Unless contractually agreed upon, the customer will provide shipping instructions and shipping account information to IS&S in order to facilitate appropriate means of return shipping.
- 4) IS&S can provide shipping for product(s) at the time the repairs are quoted. If IS&S approves the return shipping of the product(s) the cost will be added to the repair quotation.
- 5) IS&S will not accept, approve or negotiate any COD deliveries.

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AOG and Expedited Repair Service:

- IS&S can accommodate AOG or expedited repair service. Customers are responsible to identify this request on all paperwork and product(s) packaging for the items being repaired.
- 2) An AOG or expedited repair will take approximately 4 to 5 business days to complete. The time will start the day after the part is received by IS&S. IS&S will not be responsible for late deliveries due to invalid shipping addresses.
- 3) AOG and Expedited repairs will carry a 25% surcharge added to the total cost of the repair as long as IS&S meets a repair time not exceeding seven (7) working days, meaning the repair product(s) will ship from IS&S on or before the end of the seventh working day. If IS&S cannot meet the 7 day maximum AOG or Expedite turn time due to a parts issue or other testing problems IS&S will remove the surcharge.
- 4) If the maximum seven (7) day turn time is exceeded due to late payment for the repair the AOG surcharge will not be removed.

Payment and Terms:

- 1) All customers are considered "Cash In Advance". IS&S's accounting department will make all determinations on credit terms.
- 2) The only credit terms recognized by IS&S customer service are Net 30 or cash in advance.
- 3) Cash in advance customers may send in product(s) a purchase order, repair order, or work order. Prior to the start of work, a teardown fee must be paid in full. These fees can be found on our website or by contacting IS&S customer service using the contact information shown below. IS&S will provide a teardown quote upon receipt of the product(s). This quote must be paid in full prior to any work being performed. Once this received, the teardown portion of the work scope will be performed and the repair quoted minus the teardown fee as reflected on the repair quote. Cash in advance customers must remit payment in full for the quoted repair price prior to any further work being performed or parts ordered against the product(s).
- 4) IS&S accepts all major credit cards, except Discover card. Wire transfers and checks are also acceptable. IS&S will not accept COD, without exception. Cash in advance customers submitting payment via wire transfer must be aware that IS&S must realize funds transaction through our bank before work can commence. Cash in advance customers may also submit payment by check, however IS&S must have the check in hand before work can commence.

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Overseas Shipments:

- 1) For all overseas customers returning product to IS&S for repair, please include the following statement on the shipping invoice and documentation:
 - "Repair Exemption Clause: 22CFR123.4(a)(1) US American goods returned for Repair and Return"
- 2) IS&S has dealings with all major shipping and freight forwarding companies around the world. IS&S has power of attorney in place with most of them. IS&S has a continuous bond on file with U.S. Customs that will help with the clearance of all product(s) being shipped in or returned.
- 3) IS&S is not responsible for any and all U.S. Customs charges related to shipping of any repair unit. In the event that IS&S is invoiced by a shipping carrier for any U.S. Customs related charges, the charges will be placed on the repair quote and become the responsibility of the customer.
- 4) ECCN Numbers: 7A994 (Commercial) and 9A610.X (Military)
- 5) HTS Numbers: 8803.30.0030, 9014.80.5000 and 8803.30.0060 (Schedule B)

Return Requirements:

- Return Authorizations are not required for sending product(s) back to IS&S for repair or upgrade. The only necessary paperwork that must accompany all repairs or upgrades is a properly funded purchase order, work order, or repair order.
- 2) Return Authorizations will be given to customers upon request. Customers who receive a return authorization number will still have to generate a properly funded purchase order, work order, or repair order that references the issued return authorization number. This information must accompany the repair product(s) on shipment to IS&S.

Turn Around Times (TAT):

- 1) Our goal for turn around times on repairs is twenty (20) working days from date of receipt.
- Our goal for turn around times on upgrades is thirty (30) working days from date of receipt.
- 3) Every effort will be made to meet TAT goals. There may be factors beyond IS&S's control that extend the TAT beyond our goals, including but not limited to late quote approvals or payments, part shortages, or long lead times for vendor supplied parts beyond the control of IS&S.

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Address:

1) All returns shall be sent to the following address and put to the attention of:

Attn: Customer Returns or Customer Repairs 720 Pennsylvania Drive Exton, PA 199341

How to reach us:

- 1) Repair Quotes: ISSCustomerService@Innovative-SS.com
- 2) Billing, Invoicing and Proforma's: Acctsreceivable@innovative-ss.com
- 3) Technical Questions: ISSProductSupGrp@Innovative-SS.com

*Additional information about our products can be found on our website www.innovative-ss.com.

Depot and Repair Station:

Customer Service

Repair Station Manager Stephen Golden sgolden@innovative-ss.com (610) 646-9800 x385 or (484) 354-7313

Customer Service Administrator

Maureen Martin mmartin@innovative-ss.com (610) 646-9800 x320

Onsite and Technical Support:

Product Support Manager
Maurey Freifelder

mfreifelder@innovative-ss.com
(610) 646-9800 x605

or
(484) 354-7202

Accounting:

Katherine Ellis
Acctsreceivable@innovative-ss.com
(610) 646-9800 x543