THE PART HUNTER LLC
AVIATION PARTS SOURCING

THE PART HUNTER LLC
7901 4th St N, St. Petersburg, FL 33702, USA
Sales@ThePartHunter.com | www.theparthunter.com | Tel: +1 (973) 900-0499

EXCHANGE AGREEMENT

One-Time Component Exchange — Exchange Plus Costs (EX+COSTS)

Agreement No.: EX- _____ Date: _____

Customer (Company): _____ Customer PO No.: _____

Contact / Email: _____ Our Ref No.: _____

EXCHANGE UNIT (supplied by The Part Hunter LLC)

Part Number	Description	Serial No.	Condition	Certification

CORE UNIT (to be returned by Customer)

Part Number	Description	Serial No. (if known)	Core Due Date

Exchange Fee (USD): _____ Core Charge / Outright Core Value (USD): _____

Outright Price (USD): _____ Estimated Core Repair Fee (USD, estimate only): _____

Subject to the Terms and Conditions of Exchange below and to The Part Hunter LLC Policies & Procedures (Terms & Conditions of Sale), The Part Hunter LLC ("Supplier") agrees to supply the Exchange Unit listed above to the customer named above ("Customer") in exchange for Customer's unserviceable Core Unit, on an exchange plus costs basis. Customer's signature below, or acceptance of the Exchange Unit, constitutes acceptance of these terms, which prevail over any conflicting terms in Customer's purchase order or other documents.

1. BASIS OF EXCHANGE

The Exchange Unit is supplied on an exchange plus costs (EX+COSTS) basis. Customer shall pay: (a) the Exchange Fee; (b) the Core Charge as security for the timely return of an acceptable Core Unit; and (c) the actual costs of returning the Core Unit to a condition at least equal to the condition of the Exchange Unit, including repair, overhaul, test, evaluation and recertification charges of the repair station, plus a handling fee of ten percent (10%) on such shop charges. The Estimated Core Repair Fee is an estimate for planning only and is not a cap.

2. PAYMENT

The Exchange Fee and the Core Charge are payable in advance by wire transfer before release of the Exchange Unit, unless otherwise agreed in writing. All other amounts are payable on invoice. Late amounts bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Title to the Exchange Unit passes to Customer only upon payment in full of all amounts due under this Agreement.

3. CORE RETURN — TIME AND COST

An acceptable Core Unit must be received by Supplier at its St. Petersburg, Florida facility (or at the repair facility Supplier designates) no later than the Core Due Date — thirty (30) calendar days after shipment of the Exchange Unit unless another date is stated above. Customer bears all freight, insurance, customs and tax costs of returning the Core Unit, and risk of loss or damage to the Core Unit remains with Customer until Supplier's written acceptance of it.

4. CORE ACCEPTABILITY

The Core Unit must be like-for-like with the Exchange Unit: same part number, dash number, manufacturer and modification status; repairable with normal wear and tear only; complete and not disassembled; free of fire, heat, corrosion, crash or incident damage; free of PMA parts and of DER or other non-OEM repairs unless disclosed in writing and accepted by Supplier in writing before shipment. It must be accompanied by full traceability to the last operating carrier (ATA Spec 106 or equivalent), its unserviceable tag, and — for life-limited parts — complete back-to-birth records. Supplier's designated repair station's determination of the Core Unit's condition and repairability is final.

5. LATE CORE — ADDITIONAL FEES AND CONVERSION

If an acceptable Core Unit is not received by the Core Due Date, an additional exchange fee equal to fifty percent (50%) of the Exchange Fee accrues for each further thirty (30) day period or part thereof. If no acceptable Core Unit is received within sixty (60) days after shipment of the Exchange Unit, Supplier may, at its sole election, convert this transaction to an outright sale at the Outright Price; the Core Charge and fees already paid will be applied against that price and Customer shall pay any balance on demand. Customer has no option to convert this exchange to an outright sale except under this clause.

6. UNACCEPTABLE OR BER CORE

A Core Unit is Beyond Economical Repair ("BER") if the cost of repair exceeds sixty-five percent (65%) of the Outright Price, or if it cannot be repaired in a reasonable time, or fails Clause 4. If the Core Unit is BER or otherwise unacceptable, Customer shall pay the Outright Price (against which the Core Charge will be applied), the evaluation fees incurred, and all transport costs; the Exchange Fee is not refundable and will not be credited. An unacceptable Core Unit will be returned to Customer at Customer's expense if Customer so instructs in writing within ten (10) business days of notice; otherwise Supplier may dispose of it without liability.

7. CORE CHARGE REFUND

Upon timely receipt and acceptance of a compliant Core Unit, the Core Charge will be refunded to Customer's original payment method, less any amounts then due under this Agreement (including repair cost overages and late fees), within ten (10) business days after the repair station's acceptance.

8. WARRANTY

The Exchange Unit carries the warranty of its manufacturer or issuing repair station, which passes through to Customer to the extent assignable and is administered in accordance with the Supplier's Warranty Policy. Supplier's own warranty is limited to good title and conformity of the Exchange Unit to the part number, condition and documentation stated above at the moment risk of loss passes. ALL IMPLIED WARRANTIES ARE DISCLAIMED. Airworthiness and installation eligibility are the sole responsibility of Customer and its certificated installer.

9. LIMITATION OF LIABILITY

Supplier's total liability under this Agreement shall not exceed the amounts actually paid by Customer under it. In no event shall Supplier be liable for incidental or consequential damages, including aircraft downtime (AOG), loss of use, or lost profits.

10. EXPORT CONTROL AND SANCTIONS

Customer represents that the Core Unit has no trace to, and the Exchange Unit will not be delivered to, exported to, or used by any country, party or end use prohibited under U.S. export-control or sanctions laws (including the EAR and OFAC programs). Supplier may cancel this Agreement if performance would violate U.S. law; prepaid amounts for unreleased units are then refunded as Customer's sole remedy.

11. FORCE MAJEURE

Supplier's obligations are suspended, without liability for delay, non-delivery or increased cost — whether or not an order has been confirmed — during events beyond its reasonable control, including epidemics or pandemics, war, government shutdowns, orders or sanctions, supplier or repair-station failure, and transportation or customs interruption, as further provided in Section 16 of the Policies & Procedures.

12. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Florida. The exclusive venue for any dispute is the state courts located in Pinellas County, Florida, or the U.S. District Court for the Middle District of Florida; the parties consent to personal jurisdiction there, waive forum non conveniens, and WAIVE TRIAL BY JURY. Any claim must be commenced within one (1) year after it accrues. The prevailing party recovers its reasonable attorneys' fees.

13. ENTIRE AGREEMENT

This Agreement, together with the Policies & Procedures published at www.theparthunter.com/policies.html, is the entire agreement for this exchange transaction and may be amended only in a writing signed by Supplier. If any provision is held invalid, the remainder continues in full effect.

AGREED AND ACCEPTED

For THE PART HUNTER LLC — Signature: _____ Name / Title: _____

Date: _____

For CUSTOMER — Signature: _____ Name / Title: _____

Company: _____ Date: _____