

AVIALYA AVIATION INC.

STANDARD TERMS & CONDITIONS OF PURCHASE

Effective Date: _____

1. General

These Terms and Conditions apply to all Purchase Orders (POs) issued by Avialya Aviation Inc. Unless otherwise agreed in writing, these Terms prevail over any terms proposed by the Seller.

2. Purchase Orders

No contract shall exist until Avialya issues or confirms a Purchase Order in writing. The Seller shall promptly acknowledge acceptance.

3. Price

The Purchase Order price is fixed and final. No additional charges, including freight, packing, customs, AOG fees, handling charges or surcharges, shall apply unless agreed in writing by Avialya.

4. Delivery

Delivery shall be made in accordance with the Incoterms stated in the Purchase Order. Time is of the essence. The Seller shall immediately notify Avialya of any anticipated delay. Avialya may reject late deliveries or cancel the Purchase Order.

5. Packaging

The Seller shall package the Goods adequately to prevent transport damage and shall remain responsible for damage resulting from inadequate packaging.

6. Documentation

The Seller shall provide all documentation required by the Purchase Order, including Commercial Invoice, Packing List and any applicable release certificates.

7. Inspection and Acceptance

Acceptance is subject to Avialya's inspection. Avialya may reject Goods that are damaged, incorrectly identified, improperly documented or otherwise non-conforming. Rejected Goods shall be replaced or refunded at the Seller's expense.

8. Title and Risk

Title and risk shall transfer in accordance with the applicable Incoterms specified in the Purchase Order.

9. Warranty

Unless otherwise agreed in writing:

- Serviceable (SV) Parts: 6 months warranty from delivery.
- Overhauled (OH), Repaired and New Parts: 12 months warranty from delivery.

If Goods fail during the warranty period due to defects existing at delivery, the Seller shall, at Avialya's option:

- Repair the Goods;
- Replace the Goods; or
- Refund the purchase price together with reasonable transportation costs.

The warranty shall not apply where failure results from misuse, improper installation or modification after delivery.

Any reasonable costs incurred by Avialya arising from a valid warranty claim, including transportation, inspection and handling costs, shall be recoverable from the Seller.

10. Documentation Requirements

10.1 Documentation shall match the Part Number and Serial Number supplied.

10.2 Failure to provide required documentation may result in rejection.

10.3 Accepted Release Documentation

Where applicable, Goods shall be supplied with one of the following:

- EASA Form 1
- FAA Form 8130-3
- UK CAA Form 1
- TCCA Form One
- CAAS Authorised Release Certificate
- Other release certificates accepted by Avialya in writing
- OEM Certificate of Conformity / OEM Release Certificate for new parts

10.4 Full Traceability

The Seller warrants that all aviation parts supplied to Avialya shall be fully traceable to one of the following approved sources unless otherwise agreed in writing:

- FAA Part 121, Part 129 or Part 135 certificated air carrier;
- EASA AOC holder or equivalent foreign air carrier approved by a recognised National Aviation Authority;
- Original Equipment Manufacturer (OEM);
- FAA, EASA, UK CAA, TCCA, CAAS or other appropriately approved Part 145 Maintenance Organisation;
- FAA, EASA or other appropriately approved Production Organisation (Part 21 / PMA / equivalent);

- Any other source approved in writing by Avialya.

Complete and continuous traceability shall accompany the Goods, including previous release certificates, maintenance records and supporting documentation sufficient to establish authenticity and regulatory compliance.

Traceability documents shall not contain unexplained gaps. Any break in traceability shall be disclosed before shipment and accepted by Avialya in writing. Avialya reserves the right to reject any Goods with incomplete or unacceptable traceability.

11. Compliance

The Seller warrants compliance with all applicable aviation regulations, export control laws and sanctions and shall not knowingly supply Suspected Unapproved Parts.

12. Force Majeure

Neither Party shall be liable for events beyond its reasonable control, provided prompt notice is given.

13. Confidentiality

Commercial information exchanged between the Parties shall remain confidential unless disclosure is required by law or agreed in writing.

14. Governing Law

These Terms shall be governed by the laws of the Republic of Türkiye. The Courts and Enforcement Offices of Istanbul, Türkiye shall have exclusive jurisdiction.

15. Entire Agreement

These Terms together with the applicable Purchase Order constitute the entire agreement between the Parties. Any amendment must be made in writing and signed by both Parties.