

AVIALYA AVIATION INC.

STANDARD TERMS & CONDITIONS OF SALE

Version 1.0

1. General

These Standard Terms & Conditions of Sale ("Terms") shall apply to all quotations, sales, deliveries and services supplied by Avialya Aviation Inc. ("Avialya"), unless otherwise agreed in writing by Avialya.

By placing an order with Avialya, the Buyer accepts these Terms in full.

2. Quotations

All quotations are non-binding unless expressly stated otherwise.

Unless otherwise specified, quotations remain valid for thirty (30) calendar days.

Prices and availability are subject to prior sale.

3. Acceptance of Orders

No order shall become binding until accepted in writing by Avialya.

Avialya reserves the right to reject any order without obligation to provide a reason.

4. Prices

All prices are exclusive of VAT, customs duties, taxes, transportation, insurance, export fees and any governmental charges unless otherwise agreed.

5. Payment

Payment shall be made strictly in accordance with the invoice payment terms.

Late payments may be subject to interest at the maximum rate permitted under the laws of the Republic of Türkiye.

Buyer shall not withhold payment due to disputes or claims.

6. Delivery

Unless otherwise agreed in writing, all Products shall be supplied EX WORKS (EXW) Avialya Aviation Inc. facility, Incoterms® 2020.

Risk of loss or damage shall pass to the Buyer upon delivery in accordance with the applicable Incoterms® 2020.

Shipment arranged by Avialya on behalf of the Buyer shall be solely as the Buyer's forwarding agent and shall not alter the applicable Incoterms® or transfer additional liability to Avialya.

Delivery dates are estimates only and shall not constitute a guarantee. Avialya shall not be liable for delays caused by carriers, customs authorities or events beyond its reasonable control.

7. Inspection and Claims

Buyer shall inspect all Products immediately upon receipt.

Any shortage, shipping damage or visible discrepancy must be reported within five (5) business days.

No claims shall be accepted after this period except where otherwise agreed in writing.

8. Warranty

Unless otherwise expressly agreed in writing by Avialya Aviation Inc., all Products are supplied WITHOUT ANY WARRANTY, whether express or implied, including but not limited to merchantability, fitness for a particular purpose, airworthiness, condition or expected remaining life.

No warranty shall exist unless specifically agreed in writing and signed by an authorised representative of Avialya Aviation Inc.

9. Return of Goods

No Product may be returned without prior written approval from Avialya. Authorised returns shall comply with Avialya's Return Material Authorization (RMA) procedure.

10. Documentation

Certificates, EASA Form One, FAA 8130-3, CAA Release Certificates or other documentation shall only be supplied where specifically stated. Buyer is responsible for verifying suitability before installation.

11. Export Control & Sanctions

Buyer shall comply with all applicable export control laws, sanctions regulations and trade restrictions and shall not export, re-export or transfer Products in violation of applicable laws.

12. Limitation of Liability

Under no circumstances shall Avialya be liable for loss of profit, loss of revenue, Aircraft on Ground (AOG) costs, loss of business, consequential, indirect, special or punitive damages.

Avialya's total liability shall never exceed the purchase price actually paid for the Product giving rise to the claim.

13. Force Majeure

Avialya shall not be liable for delays or failure to perform caused by events beyond its reasonable control, including natural disasters, war, terrorism, strikes, pandemics, governmental actions, transportation disruptions or shortages of materials.

14. Retention of Title

Ownership of the Products shall remain with Avialya until full payment has been received.

15. Intellectual Property

All catalogues, drawings, technical information and documentation supplied remain the property of Avialya or their respective owners.

16. Governing Law

These Terms shall be governed exclusively by the laws of the Republic of Türkiye.

17. Jurisdiction

Any dispute arising from these Terms shall be subject exclusively to the Courts and Enforcement Offices of Istanbul, Republic of Türkiye.

18. Entire Agreement

These Terms constitute the entire agreement between the parties unless otherwise agreed in writing. No amendment shall be valid unless signed by authorised representatives of both parties.

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