



1. Acceptance of Terms

1.1. These terms and conditions ("Terms") apply to all purchases made by Hawk Aeromat Limited ("Buyer") from the supplier ("Seller"). By accepting the purchase order, the Seller agrees to comply with these Terms.

2. Authorized Parts Requirement

2.1. Only authorized and approved parts will be accepted by the Buyer. Any unauthorized parts arriving at the Buyer's warehouse will be rejected.

2.2. The Seller must notify the Buyer if the parts are PMA (Parts Manufacturer Approval) or dismantled parts before shipment.

3. Certification Requirements

3.1. All parts must be accompanied by appropriate certification. Accepted certifications include FAA Form 8130, EASA Form 1, or AAC-038.

3.2. Standard parts must be accompanied by a Manufacturer's Certificate of Conformance (MFR COC).

3.3. Chemical parts and dangerous parts must be supplied with a Material Safety Data Sheet (MSDS).

4. Traceability of Used Parts

4.1. All used parts must be traceable back to the last operator. Documentation must clearly establish this traceability.

4.2. Traceability through a 145 repair station and solely the Seller's Certificate of Conformance (COC) are not acceptable forms of traceability.

5. Purchase Orders

5.1. All purchases must be confirmed through a formal purchase order issued by Hawk Aeromat Limited. The purchase order will specify the products, quantities, prices, and delivery instructions.

5.2. No changes to the purchase order are permitted without written approval from Hawk Aeromat Limited.

6. Pricing and Payment

6.1. Prices for the products are as stated in the purchase order and are not subject to increase without prior written consent from Hawk Aeromat Limited.

6.2. Payment terms will be as agreed upon in the purchase order or contract. Hawk Aeromat Limited reserves the right to withhold payment if the products do not conform to the specifications or are delivered late.

7. Delivery and Risk of Loss

7.1. The delivery date specified in the purchase order is firm, and time is of the essence. The Seller must notify Hawk Aeromat Limited immediately if it expects any delays.

7.2. All deliveries shall be made according to the Incoterms specified in the purchase order. Risk of loss or damage to the products passes to Hawk Aeromat Limited upon receipt and acceptance at



the specified delivery location.

8. Inspection and Acceptance

8.1. Hawk Aeromat Limited reserves the right to inspect all products upon delivery. If the products do not conform to the specifications, certifications, or are defective, Hawk Aeromat Limited may reject the products and seek a replacement, return, or refund.

8.2. Acceptance of the products does not waive Hawk Aeromat Limited's right to make a warranty claim or return defective products.

9. Warranties

9.1. The Seller warrants that all products delivered will be free from defects in materials and workmanship, conform to the specifications, and be fit for their intended purpose.

9.2. The Seller further warrants that all products will comply with all applicable laws and regulations, including those related to safety, environmental protection, and export control.

10. Compliance with Laws

10.1. The Seller agrees to comply with all applicable laws, regulations, and standards, including, but not limited to, export control regulations, labor laws, and environmental laws.

10.2. The Seller must ensure that all products comply with United States export control regulations if they are subject to the Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR).

11. Indemnification

11.1. The Seller shall indemnify and hold Hawk Aeromat Limited harmless from any claims, damages, or expenses arising from the Seller's breach of these Terms or any applicable laws.

12. Confidentiality

12.1. The Seller agrees to keep all information related to the purchase order confidential and shall not disclose it to any third party without Hawk Aeromat Limited's prior written consent.

13. Termination

13.1. Hawk Aeromat Limited reserves the right to cancel any purchase order, in whole or in part, without liability, if the Seller fails to comply with these Terms, or if the Seller becomes insolvent or files for bankruptcy.

13.2. Upon termination, Hawk Aeromat Limited may return any products already delivered and seek a refund or withhold payment for undelivered products.

14. Governing Law

14.1. These Terms and any purchase orders issued under them are governed by and construed in accordance with the laws of Hong Kong. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts of Hong Kong.