



**communications**  
**Aviation Recorders**

**GENERAL INFORMATION**

**MAILING ADDRESS**

L-3 COMMUNICATIONS AVIATION RECORDERS  
P. O. Box 3041  
Sarasota, FL 34230-3041

**INTERNATIONAL WARRANTY / RETURN SHIPMENTS**

L-3 COMMUNICATIONS  
AVIATION RECORDERS DIVISION  
C/O A.J. Arango  
Air Cargo Building  
4700 N. Hoover Blvd.  
Tampa Int'l Airport  
Tampa, FL 33614  
Tel: (813) 248-8831  
Fax: (813)875-5809  
Web-Site: [www.ajarango.com](http://www.ajarango.com)

**SHIPPING ADDRESS**

L-3 COMMUNICATIONS AVIATION RECORDERS  
6000 Fruitville Road  
Sarasota, FL 34232  
**Phone:** (941) 371-0811  
**Fax:** (941) 377-5591  
**ATA/IATA Network:** SRQLFCR

**Corporate Web-Site:** [www.L-3com.com](http://www.L-3com.com)  
**Division Web-Site:** [www.L-3AR.com](http://www.L-3AR.com)

**PAYMENT ADDRESS:**

L-3 Communications  
Aviation Recorders  
Chicago Lock Box 22156  
22156 Network Place  
Chicago, IL 60673-1221

**WIRE TRANSFER INFORMATION:**

JP MORGAN CHASE  
ABA Number: 021000021  
For: L-3 Communications - Aviation Recorders  
Account Number: 1057611  
22156 Network Place  
Chicago, IL 60673-1221  
SWIFT CODE: CHAS US 33

**CREDIT TERMS:**

Provide appropriate Customer Sales Representative five U.S. credit references and banking information to establish credit terms.

905-L0178-07 Rev. B  
Effective: January 1, 2005

**MINIMUM ORDER:** \$100.00

**POINT OF PRODUCTION:** Sarasota, Florida, U.S.A.

**F.O.B. POINT:** Sarasota, Florida, U.S.A.

**FEDERAL SUPPLY CODE:** 06141

**SHIPMENTS:**

Parts are packed ready for airfreight, truck, or parcel post shipments. Packaging and Labeling of all items will generally conform to ATA 300 Specifications.

**PRICE CATALOG**

The Aviation Recorders Price Catalog is available at no charge to be downloaded in PDF format at [www.L-3AR.net](http://www.L-3AR.net).

To request a paper back copy or CD Rom version of our price catalog, please e-mail us at: [Pricecatalog@L-3ar.com](mailto:Pricecatalog@L-3ar.com).

**CONTACT NUMBERS:**

**AVIATION SALES**

(941) 371-0811 Ext. 5618

E-Mail: [Sales@L-3ar.com](mailto:Sales@L-3ar.com)

**MARINE SALES**

(941) 371-0811 Ext. 1660

E-Mail: [Sales@L-3ar.com](mailto:Sales@L-3ar.com)

**PRODUCT SUPPORT**

(941) 371-0811 EXT. 5619

E-Mail: [ProductSupport@L-3ar.com](mailto:ProductSupport@L-3ar.com)

**TECHNICAL PUBLICATIONS**

Web-Site: [www.L-3ar.net](http://www.L-3ar.net)

E-Mail: [TechPubs@L-3ar.com](mailto:TechPubs@L-3ar.com)

**FAX LINE: (941) 377-5591**



**communications**  
**Aviation Recorders**

## GENERAL INFORMATION

### QUOTATIONS -PRICE AND DELIVERY

Please be advised the L-3 Aviation Recorder Price Catalog is available at [www.L-3AR.net](http://www.L-3AR.net) and can be downloaded in a PDF format. Please use this web site for all future quotations. Upon request, Aviation Recorders will provide price and delivery quotations for items **not** listed in this catalog. Such quotations will be firm for 30 days and delivery will be subject to prior sale.

For easy access, below is the link to the log on page:

[http://www.l-3ar.net/PubsDownload/SB2\\_PricingCatalog/default.asp](http://www.l-3ar.net/PubsDownload/SB2_PricingCatalog/default.asp)

If a CD ROM or hard copy version is required, please e-mail us at [Pricecatalog@L-3ar.com](mailto:Pricecatalog@L-3ar.com).

### PART NUMBER AVAILABILITY

Part numbers listed in the catalog may be subject to change, or may become obsolete. Please confirm availability with your Customer Service Administrator or Sales Manager prior to placing your order.

Prices contained in the catalog supersede those published in previous catalogs or quotations. **Also, please note Aviation Recorders does have a minimum order requirement of \$100.00.** Unit prices are quoted F.O.B. Sarasota, Florida, U.S.A.

### LEAD-TIME

Aviation Recorders has established re-order lead-times for the items contained in this catalog. Optimum lead-time for shelf items is recognized as 30 days, however, Aviation Recorders anticipates that such items could be shipped within ten days or less and will endeavor to do so. Rotatable and recoverable items that are not stocked as shelf items are indicated as a maximum of 90 days lead-time. Aviation Recorders' Customer Sales Representatives will expedite all such requirements to meet our commitment.

### AOG

Aviation Recorders' established after-sales support program is designed to meet the worldwide requirements of its customers. Aviation Recorders personnel are available 24 hours a day, seven days a week to make every effort to respond to Aircraft On Ground (AOG) requirements and to ship other critical material within 24 hours. Refer to Product Support Directory for additional information.

### PURCHASE ORDER/ACKNOWLEDGEMENTS

Orders may be placed with Aviation Recorders by telephone, fax, letter, electronic data interchange (EDI), or other written instrument. Formal purchase orders marked "CONFIRMING" are to follow such orders as soon as possible. Orders should specify the order number, stock number, description, quantity, ship-to address, customer, method of shipment, tax information, contract number, long term agreement, general terms agreement, general purchase agreement, basic order agreement or aircraft number, and Aviation Recorders price, if available. Purchase order acknowledgments will be provided per customer request.

### PACKAGING/SHIPPING

Prices listed in the catalog are predicated on standard packaging. Special packaging requirements can be accommodated at additional charge. Please inquire for further details. Packaging and labeling of all items will generally conform to ATA 300 Specification.

### USED EQUIPMENT

From time to time Aviation Recorders possibly may have "Used" equipment that is offered for sale. This equipment could be New/Never Installed, Rebuilt, Repaired, Overhauled, or As Is.

**ALL SALES ARE FINAL • FOB: Sarasota, Florida • WARRANTY: Individually Identified  
Contact Aviation Recorders (941) 377-5574 for assistance.**



**communications**  
**Aviation Recorders**

## ISO-9000 CERTIFICATION

Aviation Recorders has demonstrated full compliance with ISO-9000 quality standards and has received ISO-9001:2000 and AS9100A:2001 Certification.



**PERRY JOHNSON  
REGISTRARS, INC.**

## AVIATION RECORDERS QUALITY STATEMENT

“We will satisfy our customers’ needs and expectations through continuous improvement”

## SPEC 2000 INFORMATION

Aviation Recorders is able to offer the Spec 2000 system to all participating customers. Anyone wishing to be linked to this system may contact your designated Customer Sales Representative.

Aviation Recorders ATA/IATA Network address: **SRQLFCR**

For more information go to: <http://www.spec2000.com/>

## TECHNICAL PUBLICATIONS

### Publications Download Site ([www.L-3ar.net](http://www.L-3ar.net))

L-3AR has launched a Publications Download site at [www.l-3ar.net](http://www.l-3ar.net) available to registered operators and Authorized Repair Facilities needing the latest versions of our publications and service bulletins.

Once the on-line registration is completed, your company will be added to our automated revision service for notification of any updates to our documents.

Registration also entitles you to receive our Publications CD-ROM, P/N: 147E2718-00, that contains all L-3AR documents. This allows you to create a baseline library on your local system or server without the need for downloading all the files from the Publications Download site.

For 3<sup>rd</sup>-Party maintenance facilities, the Publications CD-ROM, P/N: 147E2718-00, may be purchased for \$10,500.00 USD and entitles access to the L-3AR Publications download site for unlimited updates to the Aviation Recorders electronic files.

## LIMITED RIGHTS LEGEND

Notice to persons receiving this document and/or data. This document and/or data contains information in which L-3 Communications Corporation, Aviation Recorders Division has a protectable interest and is subject to change without notice. The use, duplication, and or disclosure by persons receiving this document and/or data may be subject to restrictions. No part of this document and/or data contained herein may be used in any form to design, manufacture and/or test anything without written permission from L-3 Communications Corporation, Aviation Recorders Division.



**communications**  
**Aviation Recorders**

## **TERMS & CONDITIONS**

### ***General Provisions of Purchase***

Orders placed for Standard Commercial Off The Shelf (COTS) items and/or items listed in catalog will be accepted in accordance with Aviation Recorders General Provisions of Purchase. Applicable General Terms Agreements (GTA's), General Purchase Agreements (GPA's) and / or other specific contracts differing with Aviation Recorders' general terms and conditions will govern orders placed in accordance with those agreements.

#### **Validity**

The invalidity in whole or in part of any provision of a Contract shall not void or affect the validity of any other provision.

#### **Waiver**

No waiver of a breach of any provision of the Contract shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

#### **Governing Law**

The rights and obligations of the parties to the Contract shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A.

#### **Compliance with Laws**

Seller and Buyer agree to comply with all applicable federal, state and municipal laws and ordinances, and all rules and regulations thereunder, and all provisions required thereby being included herein and hereby incorporated therein by reference. Seller agrees to hold Buyer and Buyer agrees to hold Seller harmless for all costs, liabilities, and judgements incurred by Buyer and caused by Seller's failure to comply with such laws, ordinances, rules and regulations.

#### **Independent Contractor**

It is understood and agreed that the Seller shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by Seller to perform work hereunder shall be deemed to be Seller's employees exclusively without any relation whatever to Buyer as employees or as independent contractors; that such employees shall be paid by Seller for all services in this connection; that the Seller shall carry workers' compensation or comparable insurance and that Seller shall be responsible for all obligations and reports covering social security, unemployment insurance, workers' compensation, income tax, and other reports and deductions required by any applicable local, state and/or federal law.

#### **Assignment**

Buyer shall not assign its order or any interest herein or any right thereunder without the written consent of the Seller.

#### **Returns**

Goods cannot be returned for credit except where prior permission is granted by the Seller.



## **TERMS & CONDITIONS**

### **Restocking Charges**

Goods returned to stock for credit at the request of the Buyer and authorized by the Seller, will be subject to a restocking charge of 10% of the purchase price if notified within 30 days of the order, and 25% of the purchase price if notified after 30 days of the order. No returns are allowed after 120 days.

### **Amendments**

Seller agrees that upon the request of Buyer it may negotiate, in good faith, changes within the general scope of the Contract. If any such amendment to the Contract causes an increase or decrease in the cost of, or at time required for, performance of the Contract, an equitable adjustment shall be made in the Contract Price or Delivery Schedule, or both, pursuant to the Changes clause of the Contract.

### **Superseding Specifications**

It shall be the obligation of the Seller to manufacture the work product or system component or service performed in conformity with the Statement of Work (S.O.W.).

### **Taxes**

Buyer shall be responsible for all sales, use or excise taxes levied upon, or measured by, the sale, the sales price or use of goods required in the performance of the Contract. Seller's catalogue sale price does not contain any sales, use or excise tax any such taxes will be addition to the sales price.

### **Termination**

a. Buyer may terminate the Contract as follows:

1. **Convenience**

Buyer may terminate the Contract for its convenience at any time and without cause. In such event, Buyer shall give Seller not less than thirty (30) days written notice of its decision to terminate the Contract.

2. **Force Majeure**

If an event of force majeure (as defined in "Force Majeure" of these General Provisions) continues for more than ninety (90) days after the notice of the event of force majeure is given and if the event of force majeure has rendered impossible the performance of the Contract in accordance with the schedule by Seller, Buyer may terminate the Contract by giving Seller at least five (5) days prior written notice of termination.

3. **Default**

If the Seller shall fail, neglect, refuse or be unable at any time during the course of performance to provide sufficient labor, services, equipment, materials or supplies to perform its contractual obligations (except for reasons stated in force majeure) or if Seller otherwise commits a material breach of its obligations under this Contract and, if capable of remedy within thirty (30) days, fails to remedy such breach within thirty (30) days after receiving written notice thereof from Buyer, Buyer may give Seller written notice of its decision within fourteen (14) days to terminate this Contract.

4. **Bankruptcy or Liquidation**

If Seller shall become voluntarily or involuntarily the subject of proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of financially distressed debtors, or is unable, or admits in writing its inability, to pay its debts as they mature, or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or any part of its assets and, in the event any act of the aforesaid character is involuntary, the consequences thereof are not cured within thirty (30) days, Buyer may give Seller written notice of its decision within fourteen (14) days to terminate this Contract.



## **TERMS & CONDITIONS**

### **b. Effect of Termination**

If this Contract is terminated pursuant to the provisions of Clause "a" under "Termination" above, the following provisions shall apply:

#### **1. For Convenience and Force Majeure**

In the case of termination by Buyer for convenience and events of force majeure, Buyer shall pay to Seller any portion of the payments earned for work performed up to the date of termination and theretofore unpaid and reasonable, proper and unavoidable unpaid termination charges, plus a reasonable allowance for prorated expenses and profits including reasonable cancellation charges that Seller must pay its subcontractors and suppliers as a result of such termination. Seller shall make every effort to minimize such charges, which shall be checked and verified by Buyer. Seller, as a condition of receiving such payments, shall execute all documents and take all other steps, which may be required to vest all rights, set-offs, benefits and title in Buyer.

#### **2. For Bankruptcy and Default**

In the case of termination by Buyer for bankruptcy or default, Seller shall not, pending settlement of Buyer's claims by reason of such termination, be entitled to receive any further payment and shall hold Buyer harmless in respect of all loss or damage suffered by Buyer on account of such termination. The liability of Seller under the Contract for acts and omissions with respect to work partially and fully completed at the time of termination shall continue after termination by Buyer for any such event. In furtherance of the foregoing, Buyer shall have the right (either with or without the use of Seller's materials, equipment, tools and instruments) to complete performance itself or with the assistance of third parties.

#### **3. General**

If the Contract is terminated for any reason pursuant to this "Termination" clause, Seller shall take immediate steps to bring its services to a close in a prompt and orderly manner and shall make every effort to keep expenditures for that purpose to a minimum which shall be checked and verified by Buyer. Seller shall preserve and protect all work performed and all property of Buyer subject to Seller's supervision, shall deliver or relinquish such work and such property to or as directed by Buyer and shall assign to Buyer such of Seller's subcontracts as Buyer may request.

### **c. Termination by Seller**

Seller may terminate the Contract:

1. If an event of force majeure continues for more than ninety (90) days after notice of the event of force majeure is given and if the event of force majeure has rendered impossible the performance of the Contract.
2. If performance under the Contract shall have been suspended by Buyer pursuant to the "Stop Work" clause for a period of at least ninety (90) consecutive calendar days, and if by the end of such ninety (90) days period Buyer shall not have issued a notice of termination of such suspension pursuant to the "Stop Work" clause; or
3. If Buyer defaults in a material respect in the payment of money to Seller under the Contract and fails to cure such default within sixty (60) days after receiving written notice of its decision immediately to terminate this Contract.

If the Contract is terminated by Seller pursuant to the provisions of this clause, Buyer shall have the same obligations as set forth under paragraph b. 1 above.



## **TERMS & CONDITIONS**

### **Warranties**

L-3 Communications Aviation Recorders Standard Warranty for Spare Items is one (1) year from date of shipment. Warranty on Complete Recorder Systems is stated at time of contract formation.

### **Drawings and Specification Review**

During the term of the Contract, the Buyer's representatives may review drawings, specifications or other data developed by Seller in connection with the Contract.

### **Quality Control System**

Seller agrees to provide and maintain a quality control system within good commercial practice and provide escorted access to Seller's facilities at a reasonable time for surveillance by Authorized Customer Representatives, with reasonable advance notice.

### **Indemnification**

The Seller agrees to indemnify, defend, and hold harmless the Buyer, its officers, directors, and employees from and against any claim, loss, cost, losses, damage expense, attorney fees or liability by reason of property damage or personal injury of whatsoever nature or kind arising solely out of or solely the result of Seller's gross negligence or willful misconduct in the performance of work hereunder to include Seller's defective product; Seller's workmanship; the actions of Seller its employees, subcontractors, and sub-subcontractors. In no event will the Seller be liable for any special, incidental, or consequential damages by reason of the failure of any product to function properly, or for consequential or special damages for any reason whatsoever.

### **Disclosure of Information**

Seller and Buyer will not in any manner advertise or publish the fact that they have entered into the contract without prior written consent of the other. Seller shall not disclose any details in connection with the Contract to any person except as may be otherwise provided.

### **Confidentiality of Buyer and Seller Data**

Confidential Information means any information, whether or not marked or designated as confidential, in any form, including, without limitation, the terms of the Contract, written documents, oral communications, recordings, videos, software, databases, business plans, and electronic/magnetic media, provided to or observed by Buyer and Seller pursuant to the Contract, excepting information that is generally available to the public. Buyer and Seller agree that it will maintain all Confidential Information in confidence and use it solely for purposes of performance under the Contract. Such Confidential Information will be distributed within Buyer's and Seller's organization only to personnel with a need to know such information for purposes relating to the Contract or in compliance with a court order or statutory requirement. In no event will Buyer or Seller disclose any Confidential Information to any third parties except subcontractors and independent consultants and then only when approved in advance and subject to the execution of a non-disclosure agreement acceptable to Buyer and Seller.



## **TERMS & CONDITIONS**

### **Changes**

- a. Buyer may, at any time, by written order, make changes in or additions to drawings, designs or specifications, and issue additional instructions, require modified work or services within the general scope of work of the Contract, or change methods of shipment. Any request by Buyer for a change shall be delivered to Seller in writing signed by Buyer's Contract Official and shall be sufficiently definite and detailed to give Seller an adequate basis on which to prepare the preliminary change order referred to in "b" below. Such preliminary order shall be furnished to Buyer and Seller within a reasonable time following Seller's receipt of Buyer's request for a change.
- b. Preliminary change orders referred to in "a" above shall be in writing and be accompanied by such information and data as will be reasonably required by Buyer to evaluate properly the proposed execution of the work in question, the effect upon the Statement of Work, Seller's Standards of Performance, the Specifications, and the Warranties contained in the Contract. Buyer may reject or approve the preliminary change order within thirty (30) days.
- c. No increase in the price to be paid Seller under the Contract shall be granted with respect to a change if: (I) the providing of the additional services is necessary in order for Seller to satisfy its responsibilities under the Contract; (II) the additional services are required because of delays in the Statement of Work attributable to Seller or its subcontractors, or; (III) the change relates to reperformance by Seller because of Seller's failure to follow Buyer's specifications.
- d. Before Seller acts upon any preliminary change order, the parties shall have executed a written change order incorporating the changes in question and providing for any change in any schedule of delivery or other dates for completion or delivery, any change in or within the Statement of Work (S.O.W.), Seller's Standards of Performance, the Specifications, Warranties, or other provision of the Contract resulting therefrom.
- e. If Buyer and Seller fail to agree on any of the effects of a change as described in "d" above and, as a result a change order of the type referred to in "d" is not executed, then Seller shall perform the work as changed upon receipt by Seller of a change order signed by Buyer and the price to be paid therefor shall be determined as provided in "Disputes".



## **TERMS & CONDITIONS**

### **Disputes**

In the event of any dispute arising in connection with the Contract which cannot be resolved by good faith negotiation between the respective parties upper management, either party may, by notice to the other party, require such dispute to be submitted to the arbitration of a single arbitrator. Any such arbitration shall be conducted and finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party involved shall bear its own expenses in connection with such arbitration and the cost of the arbitration shall be as determined by the arbitrators. The place of arbitration shall be Sarasota, FL, and the law applicable to the arbitration procedure shall be the laws of the Uniform Commercial Code of the United States of America applicable to contacts to be performed wholly within the State of Florida.

The arbitrator's award shall be the sole and exclusive remedy between the parties concerning a dispute; it shall be paid free of any tax, deduction or offset; and any costs, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting enforcement.

The award shall include interest from the date of any damages incurred for breach of the Contract, and from the date of the award until paid in full, at a rate fixed by the arbitrator, but in no event at a rate less than the prime or reference rate then in effect for immediately available funds at Continental Bank at its corporate headquarters, or if Continental Bank ceases to exist, the prime or referenced rate quoted by a commercial bank of national reputation chosen by the payee.

### **Insurance**

#### **a. Certificates**

Such insurance coverage as is required and agreed under the Contract shall be in force and with insurance carriers satisfactory to Buyer and without additional cost to Buyer, unless otherwise provided herein.

As evidence of such coverage, Seller shall forward Certificates of Insurance, or copies of insurance policies, to Buyer, which shall contain a provision requiring the insurer to notify Buyer in writing of a cancellation or nonrenewal of such coverages not less than thirty (30) days before its effective date.

#### **b. Coverage**

Seller shall maintain workers' compensation insurance as required by law; comprehensive liability insurance, including automobile liability, contractual liability, products and/or completed operations liability, in an amount not less than \$500,000 per occurrence; bodily injury and property damage combined; and such other insurance, and in such amounts, as may be agreed upon by Seller and Buyer in the performance of the Contract.

### **Stop Work**

a. Buyer may, at any time, by written order to the Seller, require the Seller to stop all, or any part, of the work called for by the Contract for a period of thirty (30) days after the order is delivered to the Seller, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of thirty (30) days after a stop-work order is delivered to the Seller, or within any extension of that period to which the Parties shall have agreed, the Buyer shall either:

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Termination clause of this Contract.



## **TERMS & CONDITIONS**

### **Stop Work (Continued)**

- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Seller shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:
  - 1. The stop work results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of the Contract; and
  - 2. The Seller asserts a claim for the adjustment within sixty (60) days after the end of the period of work stoppage; the Buyer shall decide the facts justify the action, the Buyer shall receive and act upon the claim asserted within thirty (30) days.
- c. If a stop-work order is not canceled and work covered by the order is terminated for the convenience of the Buyer, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### **Force Majeure**

- a.. Neither party shall be in default on account of, and neither party assumes any liability or responsibility for consequences arising out of the interruption of its performance under the Contract by epidemics, fire, flood, unusually severe weather or any other extraordinary natural disturbances, acts of God or of the public enemy, acts of the United States Government or a foreign government in its sovereign capacity, and civil commotion, riot, insurrection or hostilities whether or not declared war, conditions that may adversely affect the safety of such party's personnel and/or equipment, restrictions due to quarantines, blockades, embargoes, unavailability of materials severe and unforeseeable market shortages, or any other causes beyond the reasonable control of such party, that arise without the fault or negligence of such part, and that result in a delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable and shall be referred to herein as "event of force majeure", and the cessation thereof.
- b. With respect to delays in performance of Seller's subcontractors or suppliers, such delays shall be deemed excusable delays with respect to Seller only if such subcontractor's performance is prevented by a cause set forth in "a" above, or other causes beyond the reasonable control of, and that arise without fault or negligence on the part of, such subcontractor or supplier, and when Seller could not have obtained the supplies or services from other sources in sufficient time to prevent interruption of its performance of the Contract

### **Government Approval**

Where required by Government regulation, Seller shall, at its expense, obtain FAA Technical Standard Order Certification, or other Government applicable approvals, of Products sold hereunder prior to delivery thereof to Buyer. Buyer shall have responsibility of obtaining FAA Supplement Type Certification for operation of such product, and Seller agrees to cooperate with and assist Buyer in obtaining such certification where necessary



## **TERMS & CONDITIONS**

### **Payments**

1. Partial payments to the Seller shall be made by the Buyer upon a mutually agreed to milestone schedule.
2. In the event the Contract should be terminated prior to the completion hereof for the convenience of the Buyer or the default of the Seller, these partial payments shall be disregarded and such termination shall be processed on a lump sum total price basis.

L-3 Communications Aviation Recorders payment terms are net 30 days. In the event of default of payment of the invoice on the due date, Seller shall have the right to bill and collect interest from the due date at a maximum rate permissible by law up to 20% simple interest per month on the unpaid balance.

If, in the judgement of the Seller, the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment originally specified, Seller may require full or partial payment in advance and in the event any proceeding is brought by or against Buyer under the bankruptcy laws, Seller shall be entitled to cancel any order then outstanding and shall receive its standard cancellation charges, including expenditures committed, prorated expenses and profits. Each shipment shall be considered a separate and independent transaction, and payment thereof shall be made accordingly. If shipments are delayed by Buyer, payments shall become due on the date when the Seller is prepared to make shipment. If the work covered by a purchase order is delayed by Buyer, payments shall be made on purchase price and the percentage of completion. Products held for Buyer shall be at risk and expense of Buyer. Seller reserves the right to ship on its order and make collection by sight draft with bill of lading attached.

### **Packaging**

Products shall be packaged for shipment using the most practicable commercial means. When applicable, Aviation Products shall be packaged in accordance with ATA Specifications 300, Category 2, unless otherwise specifically contracted for by Buyer.

### **Copyrights, Computer and Data Rights**

Buyer agrees that all writings and software produced by Seller under the Contract shall be the sole property of Seller and Seller shall have the exclusive right to copyright such writings in any country or countries. Patent Buyer shall hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions. Except as otherwise provided in the proceeding sentence, Seller shall defend any suit or proceeding brought against Buyer to the extent that such suit or proceeding involves a claim that any Product, as manufactured by Seller, constitutes an infringement of any United States Patent, provided Buyer promptly notified Seller in writing of such claim and give Seller authority, information and assistance (at Sellers expense) for the defense of same, and Seller shall pay all damages and costs awarded against Buyer as a result of such claim.

### **F.O.B. Point**

F.O.B. Origin Seller's facility shall be at the L-3 Communications Aviation Recorders loading dock in Sarasota, Florida or for export, FCA INCOTERMS 2000 Seller's shipping premises. Unless otherwise requested, transportation charges will be prepaid and added to the invoice as a separate charge to Buyer. If specific Shipping instructions are not shown on the purchase order, routing will be at the discretion of the Seller.



**communications**  
**Aviation Recorders**

## **TERMS & CONDITIONS**

### **Place of Inspection and Acceptance**

Notwithstanding any prior preliminary inspection or acceptance, final inspection and acceptance of all supplies and services shall be made at Seller's facility in Sarasota, Florida, U.S.A. Final acceptance of any supplies or services shall not be deemed a waiver of any warranties contained herein.

### **Export**

Unless otherwise mutually agreed upon, Buyer shall be responsible for compliance with the export control laws and regulations of the U.S. Government, and when required by such laws and regulations shall obtain validated export and re-export licenses required for goods, services and technical data delivered under the Contract. Seller shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of any following U.S. Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of this Contract, that limits or has a material adverse effect on the cost of the Seller's performance on this Contract.



## **RETURN MATERIAL POLICY**

Components and spare parts purchased from Aviation Recorders that are discrepant for any of the following reasons may be returned immediately provided the extended value of the parts are in excess of \$100.00.

### **1. Overshipments**

Quantity of parts received in excess quantity specified on purchase order. **A return authorization number must be obtained before return of goods is made.**

### **2. Wrong Part Numbers**

Receipt of parts numbered other than those identified on a customer order where Aviation Recorders has not advised the customer by purchase order acknowledgment, by email, fax, or by notification on the shipping document that the received part is a replacement for the ordered part. **A return authorization number must be obtained before return of goods is made.**

### **3. Parts Nonconforming to Specifications**

If the extended value of the items is less than \$100.00, the items are to be scrapped instead of returned. When this occurs, notification must be sent to Aviation Recorders advising: (1) the reason for the rejection; (2) the items are less than \$100.00 in extended value and have been scrapped, and; (3) whether credit or replacement is desired. All items with an extended value greater than \$100.00 must be returned to the factory.

If you wish to return material to Aviation Recorders for reasons other than warranty returns or those specified above, please contact an Aviation Recorders Customer Sales Representative for authorization before proceeding. A Return Authorization Number will be assigned at this time. Your request should specify the relevant Return Authorization Number, purchase order number, part number, quantity and the reason you wish the part returned.

To assist us in processing these items more efficiently, we ask that all returned goods be accompanied by paperwork that clearly indicates the following:

1. Reason for return.
2. Purchase order numbers.
3. Correspondence reference number.
4. Return Authorization Number.

### **4. Copies of returned goods paperwork should be mailed to:**

L-3 COMMUNICATIONS  
AVIATION RECORDERS DIVISION  
P. O. Box 3041  
Sarasota, FL 34230-3041

### **5. Parts returned under the above conditions should be addressed to:**

L-3 COMMUNICATIONS  
AVIATION RECORDERS DIVISION  
6000 E. Fruitville Road  
Sarasota, FL 34232  
Attn: SERVICE DEPARTMENT

Component and spare parts purchased from Aviation Recorders that have been on the customer's shelf for more than ten weeks from date of receipt; have been installed in a component or on an aircraft, are not covered by this



**communications**  
**Aviation Recorders**

## RETURN OF MATERIAL UNDER WARRANTY

1. Material should be returned to the following address:

L-3 COMMUNICATIONS  
AVIATION RECORDERS DIVISION  
6000 Fruitville Road  
Sarasota, FL 34232  
Attention: WARRANTY RETURNS

2. For returning **ALL** overseas shipments, the following customs broker **MUST** be used:

L-3 COMMUNICATIONS  
AVIATION RECORDERS DIVISION  
C/O A.J. Arango  
Air Cargo Building  
4700 N. Hoover Blvd.  
Tampa Int'l Airport  
Tampa, FL 33614  
Tel: (813) 248-8831  
Fax: (813)875-5809  
Web-Site: [www.ajarango.com](http://www.ajarango.com)

To ensure prompt handling of material returned under warranty, your return order and shipment should clearly identify the item as a warranty return, and a copy of such return order should accompany the shipment. Status of warranty in process will be provided by the Warranty Administrator.

3. Warranty claims and warranty return orders pertaining to components and spare parts returned should be mailed to the following address:

L-3 COMMUNICATIONS AVIATION RECORDERS  
P. O. Box 3041  
Sarasota, FL 34230-3041

Attn: Cathy Wilson  
Warranty Administrator  
Tel: (941) 377-5574  
Fax: (941) 377-5591

## RETURNED GOODS

Goods returned to stock for credit at the request of the buyer and authorized by the seller, will be subject to a re-stocking charge of 10% of the purchase price if notified within 30 days of the order, and 25% of the purchase price if notified after 30 days of the order.

## CANCELLATION CHARGE

Any order wishing to be canceled must be approved by the pertinent Account Administrator and may be accountable to a cancellation fee of 15%. This cancellation fee shall take in to account expenses already incurred and commitment made by Aviation Recorders.