

# HAYWARD & GREEN

Units 1 & 2, Terry's Cross Farm Horn Lane, Woodmancote West Sussex, BN5 9SA, UK Tel (+44) 1273 494216

#### EXCHANGE AGREEMENT

Customer:	Exchange
	Order:
Part	Description:
Number:	
Serial	
Number:	
Exchange	Outright
Fee:	Price:

Export incoterms: FCA Woodmancote

Import Incoterms: DDU Woodmancote

- The above unit will be supplied on FLAT RATE EXCHANGE basis under your Exchange Order above subject to the following conditions:
- All charges incurred for the transportation of the original unit from Hayward & Green Aviation's premises to the customer and the core return to Hayward & Green Aviation Ltd's premises including clearance costs are to be paid by the customer. Any freight costs incurred will be recharged on to the customer.
- Acceptable Core unit must be received by Hayward & Green Aviation Ltd. within 14 days of date
  of order unless prior agreement made with an approved Hayward & Green Aviation Ltd.
  representative. FULL AIRLINE TRACE MUST BE SUPPLIED WITH NON-INCIDENT STATEMENT. ALL
  LIFE LIMITED PARTS MUST HAVE FULL BACK TO BIRTH TRACE RECORDS PROVIDED. IF UNIT IS
  SUPPLIED WITHOUT ACCEPTABLE TRACE, THE UNIT WILL BE REJECTED AND LATE CHARGES
  WILL ACCRUE UNTIL CORE AND FULL TRACE RETURNED.
- The cost of overhaul/repair will be billed after completion of the workscope and is nonnegotiable
- Core unit must be same part number as unit originally supplied unless prior authorisation received. If unit supplied with OEM certification, we will forward core unit to OEM for repair/overhaul as applicable in order to retain stock value.
- Unacceptable core units can be repaired on behalf of customer following authorisation, to enable the return of original unit to close the exchange. A management fee will be charged on top of the repair costs at 10% plus freight. Test fee of original unit supplied to be recharged at cost plus freight.
- All unserviceable core returns should have defect or removal reason clearly stated delivery paperwork. Failure to provide this information will lead to cores being extensively tested, evaluated & occasionally overhauled. All costs for this work will be pasted to customer.
- If core unit returned is in Overhauled or Serviceable condition the Release must be fresh, accompanied by the workshop report and the certifying Workshop must be approved by Hayward & Green Aviation Ltd. prior to receipt of the core unit. If OEM certification supplied, we require similar certification on the core unit. Original documentation must be provided. If unit supplied on Exchange Plus basis all charges relating to rework including transport will be billed to Customer. All Overhauled cores must be covered by 6 months warranty, all Serviceable cores covered by 3 months warranty from date of receipt by Hayward & Green Aviation Ltd.
- Credit will not automatically be issued for "unused" components returned to Hayward & Green Aviation Ltd. Notification that the unit is no longer required must be given within 2 days. The item must be returned to Hayward & Green Aviation Ltd. immediately with original documentation and written confirmation that the unit has not been fitted.
- Unused components will automatically be sent for Test and Re-cert at Customer's cost.
- Failures or rejections must be notified to Hayward & Green Aviation Ltd. immediately in writing. No rejected unit will be accepted without prior written authorization. Any such unit returned must be



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received by Hayward & Green Aviation Ltd. no longer that 5 days after notification to ensure warranty will be considered.

- The date of manufacture of the core return unit must be the same year or more recent. For any slides/rafts returned that have a date of manufacture older than what was provided Hayward & Green Aviation Ltd. will charge 7% of the outright value per each year's difference. The customer has the option of returning an alternative unit, provided it is directly interchangeable and of a parallel / higher modification standard. Alternatively, they can opt to have the core unit overhauled and swapped back for the unit provided, which will be overhauled at the customers expense.
- If core unit not received within 14 days or agreed period, formal notice will be given of possible late charges. If no exact delivery date available after formal notice given, late charges will be billed at the rate of Exchange Fee price quoted per the agreed exchange period until core unit received by Hayward & Green Aviation Ltd.
- If no core unit available Exchange Order will be converted to outright purchase basis and an invoice raised for the outright price previously quoted.
- Should we require customer approval for a high cost repair, or to convert the transaction to outright sale, the customer will be given 3 days to respond. Should no response be received, we will take this as approval to proceed and the customer will be invoiced accordingly.
- Should the unit be deemed Beyond Economical Repair by our chosen workshop, and the transaction converted from EXCHANGE PLUS COSTS to outright sale, the full outright price as noted on our original invoice will be billed in addition to the exchange fee. The customer will be liable for all workshop costs to date and any freight charges incurred.
- Should the unit be deemed Beyond Economical Repair by our chosen workshop and the transaction converted from FLAT EXCHANGE to outright sale, the difference between the exchange fee and the outright price as noted on our original invoice will be billed. The customer will be liable for all workshop costs to date and any freight charges incurred.
- Non return of a signed agreement will be taken as full acceptance of conditions above

#### SIGNATURE CONSTITUTES APPROVAL OF ABOVE TERMS AND CONDITIONS

SIGN: ..... PRINT: DATE: FOR AND ON BEHALF OF:

### PLEASE PROVIDE HAYWARD & GREEN AVIATION LTD. WITH YOUR CORRECT EXCHANGE CORE CONTACT DETAILS FOR APPROVING EXCHANGE CORE COSTS.

NAME:

EMAIL

**TELEPHONE:**