

If sending your own application please note this form still needs to be signed



McFarlane Aviation Products

Credit Approval Form

McFarlane Aviation, **LLC**

696 E 1700 Rd, Baldwin City, KS 66006

sales@mcfarlaneaviation.com

accounting@mcfarlaneaviation.com

www.mcfarlaneaviation.com

800.544.8594 Fax 785.594.3922

All information is kept confidential. We do not sell or give out any of your personal information or e-mail address.

Attach a list with addresses of all trade names, dba, branches and authorized purchasers and AP contacts

Company: _____ Company Type: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Sales Tax #: _____
Business Description: _____ # of Employees: _____
Yrs in Business: _____ Yrs at this Location: _____ Anticipated Monthly Purchases: _____
If multiple branches do you want one consolidated account?: _____ PO Required? _____
E-mail address to send all Invoices and Statements: _____
E-mail address for monthly McFarlane Product Newsletter: _____

Bank References

Contact Info Required

Bank: _____ Type of Account: _____ Account #: _____
Contact Person: _____ Fax and/or E-mail: _____
City/State: _____ US Branch and Routing #: _____
Bank: _____ Type of Account: _____ Account #: _____
Contact Person: _____ Fax and/or E-mail: _____
City/State: _____ US Branch and Routing #: _____

Trade References (Minimum of 5)

Contact Info Required

Company: _____ Fax and/or E-mail: _____ State: _____
Company: _____ Fax and/or E-mail: _____ State: _____
Company: _____ Fax and/or E-mail: _____ State: _____
Company: _____ Fax and/or E-mail: _____ State: _____
Company: _____ Fax and/or E-mail: _____ State: _____

I authorize the above listed banks and firms to release our credit history to McFarlane Aviation, Inc. and I agree that I received a copy of the terms and conditions of sale with this credit application and I accept the terms and conditions. I am aware that the current version is available at www.mcfarlaneaviation.com

Printed Name _____ Title _____ Date _____
Signature (Officer) _____ Personal Guarantee _____

Credit Terms are 30 days from the date of invoice. Outstanding balances are subject to 1.25% per month Interest. Failure to pay entire account balance within 60 days after invoice date will result in suspension of credit privileges. In the event of any default in payment, applicant agrees to pay any and all collection cost, including reasonable attorney's and paralegal's fees, and court cost incurred to collect delinquent balances and such fees shall accrue interest at the foregoing rate.



ORDERING DETAILS

Orders may be placed 24/7 online at www.mcfarlaneaviation.com or by email to sales@mcfarlaneaviation.com. Orders may also be placed by phone, 800-544-8594, 7:30 a.m.- 5:30 p.m. Monday thru Thursday and 7:30 a.m. to 5:00 p.m. on Friday, C.S.T. (Central-Standard-Time) zone. All e-mail and online orders received will be confirmed within one business day.

We require no minimum order amount on our in-stock parts; however, custom and non-stock items may require a deposit. In addition, Special orders from our resellers will require a deposit of 50% upon ordering then paid in full before shipment. To avoid duplication of orders, please mark any follow up purchase orders prominently and clearly with "confirming-do not duplicate". Those not marked will be processed as a new order and will be at the expense of the purchaser.

McFarlane cannot be responsible for delays or non-fulfillment due to electricity or equipment failure, riot, fire, flood, strikes, or other causes beyond our control. McFarlane is closed for six U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas.

8130-3

McFarlane will provide F.A.A. form 8130-3 Airworthiness Approval Tag for export, on request, provided all of the F.A.A. & importing country's requirements can be met. Please provide the Destination Country. **8130-3 tags cannot be provided once order has shipped.** Additional fees or delivery delays may apply.

METHOD OF PAYMENT

VISA, MasterCard, Discover, American Express, C.O.D., prepayment, A.C.H., and wire transfer are accepted for payment. All transactions are in United States Dollars. All prices are subject to change without notice.

CREDIT CARD/DEBIT CARD

When using a credit card, the card must be in the name of the person or company ordering. For your protection, do not send credit card info via e-mail. Card information is encrypted upon entry. Credit/debit cards are pre-authorized for funds at the time of order with estimated freight; the credit/debit cards are charged the day the order is shipped. International customers can check with their bank or credit card company for conversion rates. When the order ships, we will settle and collect the amount of the order including but not limited to the merchandise, applicable taxes, freight, and/or ancillary charges and any authorized amounts in excess of the settled amount will be released.

CHECK

When paying by check, the check must have the name of the person or company who ordered on it. Company checks submitted for payment must have the same name as the company named on the invoice. All checks returned for insufficient funds will be subject to a \$30.00 returned check fee.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

The opt out of B.O.C. check conversion applies to only one specific check; an opt out must be given with each check. International checks must be payable in U.S. funds and payable through a U.S. bank. Canadian checks required to send for clearing will not be considered received until the 2 to 4 week clearing period. International wire transfers that are under \$1,000 will be reduced by the actual amount of U.S. bank clearing fees. McFarlane will pay all U.S. bank clearing fees for wire transfers over \$1,000. For inquiries, please call accounting at 800-544-8594.

Cash on Delivery (C.O.D.)

C.O.D. guaranteed funds are required for customers with C.O.D. orders over \$600.

Open Accounts (Net Terms)

Open accounts can be established for bonafide aircraft service organizations. Credit references are required. Finance charges, (K.S.A. 16-207 interest is 15% per annum) will be applied to all balances past due on the last business day of each month at 1.25%. Payment of finance charges is a condition of continuing credit. An invoice will be put with the shipment and one will be emailed. Please pay from the invoice as no statement is mailed for current balances. To apply for an open account, download a

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credit application at <http://www.mcfarlaneaviation.com/pdfDocuments/CreditApp.pdf>, print it, fill it out, and then email it to accounting@mcfarlaneaviation.com, or fax it to (785) 594-3922.

For drop ship orders invoices are emailed and a packing list is sent with the shipment when requested. Statements are only mailed if the account is past due. Upon failure of payment, buyer hereby grants McFarlane the right to reclaim all of the inventory. Buyer hereby grants McFarlane a security interest in and to said goods as security for performance of the terms of this agreement.

SHIPPING OPTIONS/CUT-OFF TIMES

Same day shipping will apply to most orders. All orders are shipped FedEx, U.S. mail service, UPS, or DHL. Custom manufactured items will be determined by order. Exact freight and insurance charges apply. Daily Shipping Cut-Off Times are applicable for M-F, Business Days McFarlane is Open. Times below are in the Central Standard Time zone.

DHL - 9:00AM CST

USPS - 10:00 AM CST

Distributor/Large Stock Orders - 1:00 PM

FedEx - 3:00 PM CST

UPS:

UPS Ground, With 8130-3 Tag, 4:00 PM CST.

Monday – Thursday - UPS Ground and Air, Without 8130-3 Tag, 5:00 PM CST.

Friday – UPS Ground and Air, Without 8130-3 Tag, 4:30 PM CST.

UPS Overnight/Rush 5:30 PM – will incur \$10 Rush Fee

UPS Special Dropoff/A.O.G. 6:15 PM – Will incur \$50 A.O.G. Fee

Certain products have restrictions due to size or shipping air. Additional crating charges may apply for certain products. Shipping terms are F.O.B. Baldwin City. International Inco term: F.C.A. Baldwin City. Title of goods transfers when shipment leaves Baldwin City, KS and has been paid in full. All shipments are insured unless otherwise instructed. Product damage or loss incurred in transit is the responsibility of the carrier. McFarlane will provide customers with assistance in tracking packages and filing claims.

A handling charge of \$2.75 is added to all domestic orders. A handling charge of \$5.00 is added to all international orders, and \$40.00 for all shipments requiring the F.A.A. Form 8130-3 tag for export. Labor charges apply for certain certifications. An additional \$15.00 will be added to drop ship orders and an additional \$4.50 handling charge is added to C.O.D. orders.

RETURNS

Please call, 800-544-8594, or e-mail our sales department, sales@mcfarlaneaviation.com, for a R.M.A. (Return Merchandise Authorization) number and instructions. Submitting an RMA. request does not automatically constitute authorization.

It is the customer's responsibility to verify application eligibility prior to starting the install. McFarlane is not responsible for parts installed incorrectly due to suggested applicability. It is the duty of the purchaser/installer to verify eligibility prior to install.

A refund cannot be issued on any product returned without proper F.A.A. identification, i.e. lost or unreadable part numbers and lot numbers. Product kits can be returned only if all the components of the kit are included. Returned merchandise and packaging must be in a sellable condition. **Spark plugs are shipped in factory-sealed plastic cases; opened spark plug cases make the spark plugs non-returnable.** Any product returned may be subject to a re-stock fee to be determined by McFarlane. **Custom and special-order items are non-returnable.** McFarlane will make a good faith effort for prompt correction or other adjustment with respect to any product which proves to be defective within the warranty period. Customer assumes risk of loss while in transit; it is highly recommended the returns be insured.

CHANGES OR CANCELLATIONS

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Please contact us for changes or cancellations. We will make every attempt to change or cancel an order when requested. However, since same day shipping is usually provided, a request for changes or cancellations may not be possible. Shipping charges, refusal fees, and special handling charges will be the responsibility of the purchaser if applicable. Custom jobs will be charged to the degree of progress.

USE OF MCFARLANE AVIATION PRODUCTS

Due to the possibility of error in eligibility data or misprints published by McFarlane and/or the possibility of non-standard aircraft configurations, McFarlane cannot be responsible for eligibility of our products. In addition, McFarlane does not exercise control over the installation or use of McFarlane products, and therefore cannot be responsible for misuse or improper installation. The user of McFarlane products must verify installation, eligibility, and proper installation and function. McFarlane disclaims any liability for product defect claims that are due to product misuse, improper product selection or misapplication, and any descriptions that does not express or imply a warranty that the products are merchantable or fit for a particular purpose.

If you resell McFarlane products, you must exercise due diligence to conform to policies and regulations of U.S. Export requirements and restrictions.

WARRANTY

All products are warranted for one year from the date of sale to the original consumer against defects in workmanship and materials. McFarlane's only obligation shall be to repair or replace the product at the manufacturers option provided it is returned transportation prepaid to the factory within one year from the date of sale to the original consumer. Defects or failures due to incorrect installation, improper usage or handling, or by any other condition beyond our control, as to any and all of which McFarlane will be sole judge, are specifically excluded from this warranty. This warranty gives you specific legal rights.

Warranty for product not manufactured by McFarlane is determined by the manufacturer. Contact a McFarlane representative before returning product for information and instructions. Not all products need to be returned. Shipping may be refunded after evaluation, but customer assumes risk of loss while in transit.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES COVERING THE PRODUCTS, AND MCFARLANE SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, OR RESULTING FROM ANY DAMAGE TO, OR DEFECT IN, SAID PRODUCTS. TO THE EXTENT ALLOWED BY LAW, EXCEPT FOR THE WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT, MCFARLANE HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CORE POLICY

Each Manufacture has a different policy regarding what is acceptable for core returns. Contact a McFarlane representative before returning core for information and instructions. Cores returned must be complete and "AS REMOVED" from the aircraft on which they were operating. Returning an incomplete and/or damaged core or a core different from the model/part number of the part requested in exchange may result in deductions from the core deposit. Some cores may be unacceptable and may be of zero value as a core. Cores that are severely damaged, not of the appropriate model/part number, have major parts missing, or that do not have data plates, for example, may be rejected and will be returned to the customer at the customer's expense. Returning a core later than 30 days after the date of purchase of the exchange part associated with the core may result in deductions from the core deposit.

JURISDICTION AND VENUE

The sales agreement was formed in the state of Kansas and shall be governed by the laws of the state of Kansas. By using this website or purchasing a product(s) from McFarlane, customer submits itself to the jurisdiction of the State of Kansas for all disputes arising from or relating to customer's use of the website, purchase of a product(s), or any other matter arising therefrom. Venue for adjudicating the merits of any claim arising from this agreement shall be solely the Kansas District Court for Douglas County, Kansas, and Customer hereby waives any claim of improper venue or that such forum is not convenient; provided, however, that notwithstanding the foregoing, a lawsuit may be filed by a party (the "Plaintiff" against the other party (the "Defendant") in a court located in the State and County in which the Defendant's primary place of business is located. Claims made under this agreement shall be made within twelve months of the date of purchase, and the parties to this agreement hereby waive any longer statute of limitations that may be applicable.

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In the event that legal action be instituted to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs including costs of collection and reclaiming inventory.

TRACEABILITY

All McFarlane parts are fully traceable with the lot number that is marked on each part or its packaging. McFarlane maintains traceability to all purchases, raw materials, processing, inspections and testing using this number. Record this number in your aircraft maintenance records and you will always have traceability of our replacement parts. Upon request with a valid lot number, specific information will be provided at no charge. If a complete or extensive level of detail is requested (e.g. details for all levels of sub-assemblies), then an administrative fee may be charged as the amount of data can be substantial.

PROPRIETARY RIGHTS

McFarlane logos and trademarks, as well as other marks, trade names, trademarks and logos on this site, are the properties of their respective owners. You may not use, reproduce, copy or manipulate such logos in any manner without the prior written consent of the owner. The entire content of this site is subject to copyright, trademark, or other proprietary rights or licenses held by McFarlane or a McFarlane affiliate or by third parties who have given McFarlane permission to use.

MODIFICATION OF CONTENT

McFarlane reserves the right to modify or update content at any time without prior notice to you for any reason, including without limitation to correct any errors or inaccuracies in the content.

SOCIAL MEDIA

McFarlane's social media accounts (Facebook, LinkedIn, Twitter, Instagram, and YouTube)("Social Sites") are a place for you to learn more about us. McFarlane is not responsible for third party content posted or appearing on these Social Sites, including but not limited to content and links posted by users. McFarlane does not control or endorse nor is it responsible for third-party content and makes no representations regarding the accuracy of content, information, opinions, claims or advice shared by McFarlane followers.

We reserve the right to remove postings that are: (a) abusive, defamatory or obscene; (b) fraudulent, deceptive or misleading; (c) in violation of copyright or intellectual property laws; (d) contain advertising or SPAM; (e) and any other content that McFarlane may deem inappropriate. McFarlane reserves the right to ban and block individuals who do not follow these basic rules of engagement.

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