



## EXCHANGE AGREEMENT

Wing Control (Seller) will exchange a Exchange-Unit (“Exchange Unit”) with Customer’s replacement unit (“Core Unit”) which shall be in the same condition or better as the Exchange Unit for an agreed amount (“Exchange Fee”).

Customer agrees to pay the Exchange Fee plus all transportation costs (including customs fees and charges), recertification and/or overhaul costs incurred by Seller whenever an Exchange Unit has left the facility and control of Seller, regardless of whether or not customer used the Exchange Unit. Payment or credit terms will be pre-agreed between Customer and Seller. Exchange Units returned because of confirmed failure will be processed in accordance with seller’s “RMA” and “Warranty” policies. Exchange Core Units not returned to the Wing Control Miami facility or agreed upon return address will be forwarded to the correct facility at the customer’s expense.

Customer has thirty (30) calendar days from the date of Seller’s original ship date, to deliver a Core Unit and acceptable documentation to the Seller (see below). Please retain proof of shipment information. Returned Core Unit must be “Repairable” and must be the same part number, dash number, and mod status as the exchange unit or better. Any deviation to the above must be approved by the “Seller” prior to the return of the Core Unit. Improperly returned Core Units due to documentation or part discrepancies will be returned to Customer at Customer’s expense and Customer will continue to be charged a monthly exchange fee until any discrepancy is resolved.

Return off-units must be accompanied by the following **Required Documentation:**

1. Unserviceable tags containing “Reason for Removal” information.
2. A Part or Material Certification Form (ATA 106 format preferred) that includes:
  - a. Source of the part fully traceable and documented to a FAA Part 121 or 129 certificate holder or the Original Equipment Manufacturer;
  - b. A statement from a FAA Part 121 or 129 certificate holder, or the Original Equipment Manufacturer that the part is not incident related and has not been subjected to or any unusual stress or heat;
  - c. A statement from a FAA Part 121 or 129 certificate holder, or the Original Equipment Manufacturer that the part was not procure from the US Government or any military source;
  - d. A statement from a FAA Part 121 or 129 certificate holder, or the Original Equipment Manufacturer that the part was produced by the original equipment manufacturer.
3. Full records and traceability documents to original manufacture for “Time and/or Cycle Life Limited” units.

Customer agrees and warrants that title to, and ownership of, the Exchange Unit shall remain with and be vested in Seller without encumbrances, until such unit is installed on Customer’s aircraft, at which time Seller surrenders title to Exchange Unit and simultaneously gain title to, and ownership of, the identical Core Unit removed from such Customer aircraft on which Exchange Unit was installed. Customer agrees to perfect and deliver such title, ownership, and off-unit to seller as required by this Agreement.

If seller has not received a proper Core Unit and the Required Documentation” within the pre-arranged (30) THIRTY CALENDAR DAYS of the date the Exchange Unit is shipped from the Seller, the Customer will be charged the “Agreed Replacement Value” in addition to any Exchange Fees already incurred.

The Customer will be notified if the Core Unit repair/overhaul cost, as applicable, is seventy (70%) percent or greater of the Agreed Replacement Value and will be allotted 7 calendar days from the day of notification to supply an alternative Core Unit, or accept the applicable Replacement Value charges. If the repair facility provides documentation stating that the unit is Beyond Economical Repair (BER), Seller will automatically charge the Customer the Agreed Replacement Value of the unit and supply Customer with supporting shop documentation unless agreed upon between Customer and Seller.

**WE WISH TO EXCHANGE THE PART BELOW AND AGREE TO THE TERMS OUTLINED IN THIS AGREEMENT.**

DATE\* \_\_\_\_\_ P/N\* \_\_\_\_\_ S/N\* \_\_\_\_\_ QTY \* \_\_\_\_\_ P/O # \* \_\_\_\_\_

COMPANY NAME: \* \_\_\_\_\_

CUSTOMER SIGNATURE\* \_\_\_\_\_

PRINT NAME \* \_\_\_\_\_

EXCHANGE FEE RATE:\* \_\_\_\_\_

(plus overhaul, repair, certification and/or modification charges as applicable)

**AGREED**

REPLACEMENT VALUE:\* \_\_\_\_\_ USD

PLEASE RETURN THE EXCHANGE CORE TO THE BELOW ADDRESS:  
**WING CONTROL**  
**Attn: Repairs Dept.**  
**975 W 22<sup>nd</sup> Street**  
**Hialeah, FL 33010**