



2800 S. Financial Court  
Sanford, FL 32773  
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## Exchange Agreement

The following terms and conditions shall apply:

- 1) The Customer must return an identical part number unit with appropriate documents to Skylink within \_\_\_\_\_ days of the date shown above. In the event the Customer fails to return a repairable unit within the time stated above, the Customer will be charged an additional exchange fee.
- 2) Customer's core unit must be returned to Skylink in "As Removed" condition. Skylink may, at its sole option, approve the return of a certified unit; however this must be authorized in advance by Skylink in writing. Certified units returned without this prior authorization shall be subject to refusal and/or additional charges. Customer cannot supply repair parts for units in overhaul. Core unit must be completed by shop within 3 weeks of receipt of core or an additional fee applies.
- 3) If an authorized re-certified unit is returned in OH condition or SV condition and is returned thereafter for warranty repair within one year, exchange agreement customer agrees to pay any and all costs to bring unit to condition originally supplied by Skylink. If unit is deemed B.E.R., all claims will be subject to conditions as stated in paragraph 6.
- 4) Returned core units must be accompanied by a packing slip, certificate of conformance, non-incident statement stating units were not obtained from any Government or military source, and traceability to an FAA Regulated Airline or OEM. Units that are received with trace having more than 1 vendor other than a FAA regulated source will be subject to Quality Control approval. Units received without this documentation shall be considered not received in the stock of Skylink and subject to second exchange fees and outright purchase subject to the terms of this agreement.
- 5) This exchange agreement shall be considered in full force upon acceptance by the Customer or upon shipment of the unit by Skylink, whichever occurs first.
- 6) Exchanges:
  - a. Exchange + Cost cover's the exchange fee plus the normal cost of overhaul at an FAA repair shop. In the event of excessive costs incurred during overhaul, additional costs will apply. Repair costs/overhaul costs will be invoiced upon receipt of shop estimate. Customer will be notified if overhaul cost exceeds 60% of the outright price. Estimate will be faxed to customer and approval/denial must be faxed back to Skylink within 24 hours. If no approval is granted after 24 hours, the quote will be considered approved and the customer will be invoiced, and payment is due immediately upon presentation of invoice.
  - b. Flat Rate Exchange fee includes the average overhaul cost for a repairable core unit. The average overhaul cost for this unit is \$\_\_\_\_\_. Should your core unit exceed the average overhaul cost, you will be charged the additional costs required to bring your core unit into overhauled condition.
- 7) In the event the returned core unit is declared B.E.R, the initial exchange fee will not be credited and all charges to evaluate the B.E.R core, along with the outright price, will be borne by the customer.
- 8) The customer agrees to pay all costs associated with returning its core unit to the condition of the original exchange unit, plus a handling charge not to exceed 15%, due immediately upon presentation of the invoice.
- 9) In the event of a dispute arising out of or in connection with this agreement, the prevailing party shall be entitled to reasonable attorney's fees incurred.

Contact sales if you require additional information. Please indicate your acceptance of this agreement by signing below. Thank you, we value your business.

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Date: \_\_\_\_\_ P/N: \_\_\_\_\_ S/N: \_\_\_\_\_ Customer PO: \_\_\_\_\_  
Exchange Fee: \_\_\_\_\_ (Flat or + Cost) Outright Price: \_\_\_\_\_

We agree to exchange part identified above and agree to the terms outlined in this agreement.

Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_