



**Factory Authorized Distributor**  
12840 S.W. 84th Ave. Rd.  
Miami, Florida 33156  
Phone: 305-235-5401  
Fax: 305-235-8185  
Email: [sales@apscomiami.com](mailto:sales@apscomiami.com)  
Web: [www.apscomiami.com](http://www.apscomiami.com)

# Credit Application And Agreement

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## End Use / End User Certification



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**CREDIT APPLICATION AND AGREEMENT**

**I. Company Information:**

Business Name: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
 Invoice Address: \_\_\_\_\_  
 Ship To Address: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

Corporation: Yes ( ) No ( )  
 State of Incorporation: \_\_\_\_\_ Year of incorporation: \_\_\_\_\_  
 Privately Held Corporation: Yes ( ) No ( ) Publicly Held Corporation: Yes ( ) No ( )  
 Partnership: Yes ( ) No ( ) Sole Proprietorship: Yes ( ) No ( ) Other: Yes ( ) No ( )

FEIN/SSN: \_\_\_\_\_ Resale #: \_\_\_\_\_

Principal Stockholders/Officers/Partners:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Accounting Department Information:

Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Accounts Payable Email: \_\_\_\_\_

1. Has there been any filings of litigation or is there any litigation pending against you or your company at this time? Yes ( ) No ( )
  - a. If yes, explain on a separate page.
2. Have any federal or state tax liens ever been filed against your company? Yes ( ) No ( )
  - a. If yes, have the liens been satisfied? Yes ( ) No ( )
3. Has your company, or if a partnership; any partner or the proprietor, filed for bankruptcy within the last seven (7) years? Yes ( ) No ( )
  - a. If yes: Chapter VII ( ) or Chapter XI ( )
  - b. State Name of Bankruptcy Court: \_\_\_\_\_



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**II. Names and addresses of any affiliated companies:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Relationship: \_\_\_\_\_



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**III. CREDIT REFERENCES:**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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Contact person: \_\_\_\_\_



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**IV. BANK REFERENCE:**

Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_



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**V. Credit Agreement:**

The undersigned (hereinafter referred to as "Customer") hereby makes this application for credit to Air Parts & Supply Company (hereinafter referred to as APSCO") an Florida Corporation. APSCO, in its sole discretion, shall have the right to terminate any credit availability extended to Customer at any time. Customer authorizes APSCO and/or its affiliates to investigate the foregoing credit references and agrees that APSCO may utilize outside credit reporting services and may obtain and submit additional information on the Customer. Customer understands that the continued solvency of the Customer is a precondition to any sale(s) or services(s) by APSCO and agrees to provide APSCO a statement that the Customer is and remains solvent. The Customer agrees to provide APSCO, upon request, with an updated APSCO Credit Application and financial information as a condition to further extensions of credit. CUSTOMER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITONS STATED ON THE FOLLOWING PAGES HEREIN, WHICH TERMS AND CONDITIONS ARE EXPRESSLY INCORPORATED HEREIN AND AGREES TO BE LEGALLY BOUND THERBY. Customer acknowledges that the information furnished to APSCO in connection with this application in oral or written form will be relied upon by APSCO in extending credit to Customer and represents and warrants that such information is true, accurate and complete to the best of its knowledge, information and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date



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**THIS CREDIT APPLICATION AND AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE PROVISIONS OF THE UNIFORM ARBITRATION ACT**

**TERMS AND CONDITIONS**

1. Air Parts & Supply Company ("APSCO") hereby agrees to provide parts, labor and other goods and or services ("Services") as may be requested by Customer up to the credit ceiling approved by APSCO. Upon receipt and review of Customer's application and financial information, APSCO will notify Customer in writing as to the credit ceiling approved by APSCO. Customer in consideration of receiving such parts, labor and other goods and or Services agrees to pay APSCO for the same in accordance with the terms and condition set forth herein. APSCO, at its sole option, may extend credit for Services beyond the specified credit ceiling provided that Customer executes any additional documents required by APSCO, including but not limited to a personal note and or personal guarantee of the principle or principles.
2. Customer understands and agrees that the persons listed on the Credit Application and Agreement ("the Credit Agreement") and all persons who may be authorized by such persons, shall be deemed to be Customers agent for the purposes of extension of credit hereunder.
3. Customer agrees to pay APSCO at the address designated on its invoice within 30 (thirty) days of the date of invoice, the full amount of all obligations incurred there under. Any invoices remaining unpaid after forty-five (45) days shall incur a 1-1/2% per month late fee until paid in full. If any past due amount becomes delinquent, Customer agrees to pay together with the amounts due, all costs **of collection, including attorneys fees**. Customer acknowledges and agrees that title to all parts and other goods delivered by APSCO, remains with APSCO until such time that full payment is received by APSCO from Customer.
4. Subject to any applicable law, APSCO may, at any time, change any and all of the terms and conditions of this credit agreement. Any change shall be effective upon mailing notice thereof to Customer. Subject to federal and state law, any change may only affect amounts owed on the date the change is effective as well as amounts for services rendered after such change.
5. It is the policy of APSCO to notify customers promptly upon the shipment of parts, or with the provision of APSCO labor and other goods and or Services to the Customer. Written notice, ordinarily in the form of an invoice, will be mailed, faxed, or electronically transmitted to the Customer's address given herein within 3 days of shipment of parts, goods or completion of services requested by Customer shall be delivered F.O.B., shipping point. Accordingly, parts or goods in transit to Customer shall be deemed in possession or control of Customer.
6. Pursuant to applicable state law, APSCO may exercise any appropriate lien available upon Customer's property to secure payment for Services rendered at Customer's request. The lien means that APSCO has the right to retain possession  
  
of, and may ultimately have the right to resell, Customers property until all amounts due and owing hereunder are paid in full. APSCO reserves the right to exercise these rights if, in its sole opinion the customer's credit worthiness has become questionable or impaired. APSCO reserves the right to exercise any and all other remedies, whether by law or equity, available to it in enforcing or pursuing its rights under this Agreement.



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7. This Credit Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Florida. Customer expressly submits and consents to the jurisdiction and venue of State and federal courts of the State of Florida and agrees that such courts shall have sole and exclusive jurisdiction in any case of dispute or controversy arising hereunder or by reason hereof.
8. Customer acknowledges that this Credit Agreement and the terms and conditions contained herein only concern APSCO's extension of credit to Customer and the terms of payment thereof. By extending credit hereunder, APSCO makes no representations or warranties concerning any parts or Services provided by APSCO, but instead, any warranties or limitations thereof shall be governed by the terms of any purchase order completed at the time Customer requests parts, labor and other goods and/or Services to be delivered or performed.
9. If requested to do so in writing by Customer and agreed to in writing by APSCO, APSCO shall deliver parts to a third party under the condition that Customer will be primarily liable for payment thereon.
10. Unless expressly stated in writing by APSCO at the request of the Customer, no parts delivered or Services performed by APSCO on any part, no statement, written or oral, and no action on the part of any officer, employee or agent of APSCO shall be taken as representation or certification that any part delivered to Customer is "airworthy".
11. If any provision of the Credit Agreement is or becomes void or unenforceable by force of operation of law, the other provisions shall remain valid and enforceable.
12. Failure of APSCO to insist upon strict compliance by the Customer with any of the provisions of this Credit Agreement or with any of his obligations hereunder shall not constitute a waiver of such conditions in the future or waiver of any other condition or obligation hereunder.
13. The Credit Agreement supersedes any and all previous agreements between the parties hereunto and contains the full agreement of the parties hereto.
14. **Arbitration.** Customer agrees that any and all claims and disputes with may arise in connection with the parts, and other goods and or Services provided and/or this Agreement, shall be decided by arbitration in accordance with the Florida Uniform Arbitration Act, as amended from time to time, ("the Act"), except as otherwise provided herein or otherwise mutually agreed to by both parties in writing. This

agreement to arbitrate shall be specifically enforceable there under. The award rendered by the arbitrators shall be final and binding on the parties. Nothing contained in this requirement for arbitration shall preclude APSCO from filing and perfecting a lien or judgment in accordance with the laws then in effect.

All arbitration hearings shall be held at a place designated by the arbitrators in the County of Miami-Dade, State of Florida and shall be conducted in the English language.

Customer agrees that any arbitration hearings demanded hereunder shall be heard by: Three (3) arbitrators if the claim involves \$50,000.00 USD or more, such arbitrators to be selected in





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accordance with the Act; or (1) arbitrator if the claim involves less than \$50,000.00 USD, such arbitrator to be mutually selected by the Customer and APSCO, or in the event Customer cannot agree on one arbitrator, three (3) arbitrators selected in accordance with the Act. Inc each case, however, each arbitrator shall be between the age of thirty (30) and sixty-five (65) years of age and have 1. an FAA Mechanics license with Airframe and Power plant ratings, 2 . an FAA Inspection Authorization, and 3 no less than seven (7) years experience in the Commercial Aviation aircraft service and maintenance industry.

The provisions governing discovery under the Federal rules of Civil Procedures, as amended, shall apply to any arbitration proceeding. The parties agree to cooperate with one another by furnished, within fifteen (15) days after receiving a request for production of documents, subject to limitation on availability of reproduction facilities, any business records, correspondence and the documents reasonably related to the subject matter of the arbitration which are not the proper subject of privilege or protection under the Federal Rules of Civil Procedure. Duplication costs shall be borne by the party requesting the documents.

Demand for arbitration must be made in writing to the party. In no event shall arbitration or other legal recourse be available to either party based on any claim that would be barred by any statute of limitations of the State of Florida.



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## **Authorization to Release Bank Information**

I authorize my bank to release to Air Parts & Supply Company the pertinent information requested for my Application for Credit.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Account Number



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### END USE / END USER CERTIFICATION

**This End Use Certification must be completed and returned to Air Parts & Supply Company before your order can be processed. Please fax to 305-235-8185 or 305-235-1645**

It is Air Parts & Supply Company policy to verify the end use and end user in all sales of all products to ensure compliance with U.S. Export Control laws and regulations. Because the products you are purchasing are, or may be, for export outside the United States, please confirm the following:

1. I (We) will not export or re-export any products, technology or software to the following destinations without authorization: CUBA, IRAN, IRAQ, NORTH KOREA, RWANDA, or SYRIA or any other country to which shipment is prohibited.
2. I (We) will not sell, transfer, export or re-export any of these products for use in activities which involve the development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use these products in any facilities which are engaged in activities related to such weapons.
3. I (We) acknowledge the U.S. Law prohibits sale, transfer, export or re-export or other participation in any export transaction involving products with individuals or companies listed in the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department Lists of Specially Designated Nationals (SDNs) and Specially Designated Terrorists (SDTs), or the U.S. Department of State's list of individuals debarred from receiving Munitions List items.
4. I (We) will abide by all applicable U.S. export control laws and regulations for any products purchased from Air Parts & Supply Company and will obtain any licenses or prior approvals required by the U.S. Government prior to export or re-export of Air Parts & Supply Company items.

<b>Company Name:</b>
<b>End User:</b>
<small>(identify the specific entity, agency, or commercial end user and their location)</small>
<b>End Use Statement:</b>
<small>(Please provide detailed information regarding the end use of the goods being ordered, specifically what the goods will be used for, the purpose, application and end use.)</small>

**We certify that we are importing the commodities listed on our purchase order \_\_\_\_\_ for the end user and end use described herein.**

\_\_\_\_\_  
 (Signature of Company Representative)

\_\_\_\_\_  
 (Print Name and Title)