**EXCHANGE AGREEMENT**

This Exchange Agreement (the “Agreement”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_(Date) by and between **ACshares Aviation Group**, a Florida Corporation **(“Seller”)** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(“Customer”)**. Seller agrees to sell Customer, and Customer agrees to purchase from Seller, a certified part as referenced in the specific exchange quote (“Exchange Unit”) for Customer’s **As Removed** Part (“Core”). Seller and Purchaser agree that such transaction shall be subject to the terms and conditions contained in this Agreement. This Agreement will remain in force indefinitely unless an amended agreement is signed and dated superseding this Agreement.

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| **Exchange Part Number** |  |
| **Serial Number** |  |
| **Description** |  |
| **Exchange Fee** |  |
| **Core Part Number/serial number** |  |
| **Core Value** |  |
| **Core Due Date** |  |

1. Seller will deliver the requested Exchange Unit per Customer’s instructions.
2. Customer has reviewed and found acceptable all paperwork relating to the Exchange Unit. Customer agrees to pay quoted **Exchange Fee** PLUS all transportation costs (including Customs fees, charges and any applicable taxes).
3. Customer agrees to deliver the Core in **As Removed** condition to Seller’sfacility or repair facility designated by Seller on or before core due date.
4. The Core is to be the same part number provided by Seller and must be at the same modification or higher modification level, unless otherwise approved by Seller.
5. Title to the Core reverts to Seller upon receipt by Seller, with title and risk of loss transfer upon receipt by Seller.
6. **Core must be accompanied by the following certification documents:**
7. Seller Core Return Form.
8. Unserviceable tags, containing “Reason for Removal” information.
9. The Part or Material Certificate (e.g. ATA106 form) that includes:
	1. Source of the Core. Core must have clear transfer of ownership and documented.
10. Statement that Core is non-incident related and has not been subjected to any unusual stress, heat, or submerged in salt water.
11. Statement that Core was not obtained from any government or military source.
12. Statement that Core was produced by the Original Equipment Manufacturer.
13. If Core is a Time or Cycle Life Limited part, full records and traceability documents to original manufacturer are required and must be pre-approved by Seller.
14. Original logbook and all historical maintenance records where applicable.
15. Reference “Core” and **Seller** **Sales Order No.** on all paperwork.
16. If the Core (including all certification documents stated above) is not provided to Seller on or before agreed Core Due Date, the Customer agrees to pay an additional Exchange Fee to that Exchange Fee already incurred.
17. If the Core (including all certification documents stated above) is not provided to Seller within thirty (30) calendar days from the ship date of the Exchange Unit, the Customer agrees to pay the quoted Core Value, and the Exchange Fee(s) incurred through such date.
18. In the event the Core has over and above workscope, the customer agrees to pay the additional workscope to bring the part to a like condition as the Exchange Unit.
19. In the event the Core is deemed Beyond Economic Repair (BER), the Customer agrees to pay the full Core Value in addition to Exchange Fees already incurred and any and all freight and evaluation charges related to the Core.
20. A Core is considered BER when repair/overhaul/recertification/freight costs incurred to return the Core to the samecondition and configuration as Exchange Unit exceed 75% of the quoted outright price. Furthermore, Seller will not accept the following:
	1. Cores that have been heavily modified or extensively and unproductively worked on;
	2. Cores with missing, modified or illegible data plates; and
	3. Cores that arrive disassembled.
21. Customer hereby agrees to these terms and authorizes full recourse to Seller in the event of customer payment default.
22. In the event Exchange Units are returned by Customer because of a confirmed failure, such return requires return authorization by Seller and will be processed in accordance with ACshares Aviation Group’sthen-current return policy.
23. In the event of such return, Exchange Units will be sent to an FAA repair station for evaluation and if findings of mishandling or incorrect installation are determined, then this Exchange Agreement is in full force as if the Exchange Unit was accepted by Customer.
24. Late payments are not allowed under the terms of this Agreement.
25. Customer agrees that in any event of a late payment or delay, Seller has the right to immediately reclaim the Exchange Unit upon Seller’s written request.
26. The Customer will assist the Seller to facilitate such reclamation from end user.
27. Customer acknowledges that should such reclamation occur, Customer would forfeit all proceeds received by Seller up the date of such default.
28. In the event Customer does not pay in full the Exchange Fee and repair charges for the Core by the invoice due date and terms set by Seller, Seller reserves full legal and ownership rights to Exchange Unit and has the right to repossess the Exchange Unit at the Customer’s expense.
29. No delay on the part of any party in exercising any right will operate as a waiver of such right, nor will any waiver of any right operate as a waiver of any other right, power or privilege.
30. The terms of this Agreement will be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not be applicable to the parties’ rights or obligations under this Agreement. Any claim arising from or relating to this Agreement shall be brought exclusively in state or federal courts located in Florida.
31. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.
32. No delay on the part of any party in exercising any right will operate as a waiver of such right, nor will any waiver of any right operate as a waiver of any other right, power or privilege.
33. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by Customer without the prior written consent of Seller. This Agreement may be executed in one or more counterparts, any of which may be electronic, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement.

This Agreement is hereby agreed to and accepted by the parties as of the Effective Date:

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| **ACshares Aviation Group, INC** |  |
| Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |