

Terms and Conditions of Sale

1. All claims for error, shortage or refund must be addressed to and received by Monteva Aviation Group (hereinafter referred to as "Monteva") within a maximum of 10 days after receipt of goods. Monteva's liability is limited to replacing the material or refunding the invoice value of the material sold.
2. Monteva reserves ownership of the property of the goods until full payment of the sale price has been received and cashed by Monteva. All repair invoices are due and payable immediately upon receipt by the customer.
3. All payments not received within the terms stated on the invoice shall carry interest of 1.5% per month. Any costs including legal or attorney costs incurred by Monteva for collection of unpaid amounts shall be considered as added to the invoice amount.
4. A customer seeking to return goods must adhere to the following steps; otherwise, shipments will be refused at customers expense and responsibility:
 - the customer must obtain a return material authorization number (hereinafter referred to as "RMA No.") issued by Monteva prior to returning the good(s),
 - the customer must ship the good(s) back to Monteva within 3 days of the issuance date of the RMA No.,
 - the customer must clearly affix the RMA No. to all returned containers and on the accompanying documents,
 - no returned good(s) will be accepted if they were:
 - removed from their OEM packaging,
 - disassembled, or,
 - altered in any manner whatsoever
5. Limitation of responsibility: Monteva shall not be liable for the loss, damage or delay of any of the goods described in the invoice and caused by events Monteva cannot control, including but not limited to Acts of God, the Queen's public enemies, riots, strikes, civil commotion or superior force.
6. Shipping dates are given to the best of Monteva's knowledge. Monteva will use its best efforts to ship by the estimated shipping date but shall not be liable for any loss or damage resulting from a failure to deliver or delays in delivery, including without limitation, any delays due to acts of God, acts of civil or military authorities, Governmental priorities, fires, strikes, floods, epidemics, war or riot, demands for the Products which exceeds Monteva's ability to supply them, or other causes beyond Monteva's reasonable control. Furthermore, Monteva shall not be liable for any incidental, special or consequential damages resulting from Monteva's failure to meet delivery schedules for the foregoing or for any other causes.
7. The user/installer must at all times cross -check eligibility with the applicable technical data.
8. The existence of this document alone does not automatically constitute authority to install the part / component / assembly.
9. In all cases the aircraft maintenance records must contain an installation and airworthiness certification(s) and approval(s) issued and obtained in accordance with the appropriate and related national and international regulations by the user/installer before the aircraft may be operated/flown.
10. The above sale is made without any guarantee or warranty whatsoever by Monteva and under the condition that the purchaser shall indemnify and hold Monteva its principals, directors, officers, associates and all its employees harmless against all claims for damages or losses caused by the materials, labour or service hereby sold including consequential damages.
11.
 - a) The terms and conditions of sale stated herein together with those stated on the invoice shall supersede any conditions stated in customer's purchase order that may be in conflict with said conditions of sale.
 - b) The terms and conditions of sale stated herein together with those stated on the invoice shall form the final written expression of Agreement between Monteva and the customer and shall supersede all previous communications. Same cannot be waived, varied, modified or amended except in writing and signed by an authorized representative of Monteva.
 - c) In case of an exchange sale, the terms and conditions of the exchange agreement shall form an integral part of said conditions of sale.
12. This sale is governed by the laws of the Province of QUEBEC -CANADA.