

In these Terms and Conditions "Company" means Balkan Aviation Parts and Supplies Limited, "Customer" means the person or company that purchases the "Goods" and "Goods" means the goods specified in the Company's invoice.

1. Email response time - Our Company will endeavor to reply to your enquiry within a couple of hours, however in case where this is not possible we hope to reply the same business day.
2. Orders and Acknowledgements – We undertake to execute all orders received in this office before 1300h on the day they are received. An acknowledgement is normally sent after an order is received. We require written confirmation (email or Purchase Order) of your order. We require written confirmation (email) of your order. However, should you be required to send confirmations (Purchase Order), please ensure that they are marked to avoid duplication. We will dispatch all items listed as requirements on your order less any items that are out of stock at the time your order is processed. The balance will be shipped as soon as possible.
3. Communication on Urgent - If an urgent answer to your queries or an AOG is require you are able to contact us on +359 74520171 & +359 889707870 between 0900h & 1700h where our trained staff will be able to answer any questions you may have.
4. AOG Service - An AOG line is available on Phone Number +359 889707870 24/7 (BG/EN). We are pleased to offer AOG support and 24/7 Customer service support. Our Support Team is there for you, and happy to help if you need assistance. Outside Office Hours, premium charges may apply.
5. VAT Charges - Customers from EU member states are charged BG VAT at 20% unless you have a business registered for VAT and are able to provide proof of your country Registration and VAT number. Orders received from outside the EU will be automatically charged without VAT. Our VAT Number: BG203060499, EORI BGC203060499ZZZ5 and our Registration Number is 20140526101755.
6. Returns Policy - Return faulty goods to Balkan Aviation Parts Ltd., 17A Georgi Urumov Str, 2850 Petrich, BULGARIA or other specified for repair or replacement. Should any of our products fail to meet your requirements, they may be returned within 15 days for a full refund. We advise customers to return products with the original packaging and to insure that the product is not damaged on its return journey. We also recommend that customers return items on a tractable service as Balkan Parts can't be liable for lost parcels when returned to us. Goods will be refunded within 60 days. Check our RMA Form on www.balkan-aviation.com
6. Core Policy - Where applicable to exchange-basis sales, the core charge is to be paid along with the part price at time of purchase and shipment. Exchange core is requested promptly, to arrive at our company within 15 days of part shipment. Credit refund for receipt of exchange core will be issued upon receipt and verification of serviceable core condition. Check our Core Policy on www.balkan-aviation.com
7. Price – If there is any significant increase in the cost of materials or labor, which takes place between the date of quotation (or the date of the order where no quotation is made) and the date of dispatch, the Company reserves the right to amend the price. Every quotation is made and every order acknowledged on the condition that the goods will be invoiced and payment thereon will be made at the price ruling when the goods are supplied. The prices are quoted exclusive of VAT and shipping charges.
8. Credit and Payment – Credit may be given to approved customers at the sole discretion of the company and may require both bank and trade references. At its sole option, the company may cancel, suspend or amend credit previously granted at any time. Account customers must pay by the 30th day of the month following dispatch of the goods. We reserve the right to charge interest at the rate of 10% per month on all overdue accounts with a minimum charge of €50,00. Goods will not be dispatched to a customer whose account contains unpaid invoices exceeding these terms. Customers will bear all bank charges where payment is made by wire transfer.
9. Payment Getaways and Credit Cards accepted: PayPal, Google Pay, VISA, MasterCard payments are accepted. Customers will bear all bank charges where payment is made by PayPal, Debit/Prepaid/Credit Card.
10. Reservation of Title (Property at Risk)
 - (i) Risk in the Goods shall pass to the Customer when the Customer or its agent takes delivery of the Goods or collects them or, in the case of installation by the Company, when notice of completion has been sent to the Customer.
 - (ii) Even though risk in the Goods has passed in accordance with clause (i) the Customer will not own the Goods until one of the following events occurs:
 - (a) The Company is paid for the Goods and no other amounts are outstanding from the Customer to the Company in respect of other goods or services supplied by the Company.
 - (b) The Customer sells the Goods in accordance with this contract in which case ownership of the Goods will pass to the Customer immediately before the Goods are delivered to the Customer's customer.
 - (c) The company waives its right under clause 4 (ii) in respect of specified Goods whereupon ownership of those Goods will immediately vest in the Customer.
 - (iii) Before title has been passed to the Customer under the terms of clause (ii) and, without prejudice to any of its rights, the Company shall have the right to recover and resell the goods or any part of them and its servants or agents may enter upon the Customer's premises for that purpose.
 - (iv) To enable the company to recover and resell Goods in circumstances set out in (iii) above where the goods or any

part of them are on third-party premises the Customer hereby irrevocably appoints the Company acting by its servants or agents as agent for the Customer giving the Company acting as aforesaid the same rights to go onto the third-party's premises as the Customer itself.

(v) Should the Customer alter the Goods by subjecting it to any manufacturing process or incorporating it into any other product or mixing it in any way the Company will own the resulting product ("altered goods") until payment due under all contracts between the company and the Customer has been made in full and all the Company's rights under these clauses shall extend to the altered goods.

(vi) Until payment due under all contracts between the Customer and the Company has been made in full:

(a) The Customer shall hold upon trust for the Company the Goods and altered Goods.

(b) In the event of the sale or hire of the Goods or the altered Goods by the customer, the customer shall hold the proceeds of such sale or hire on trust for the Company in a separate Bank account opened by the Customer for this purpose.

(c) The Company may trace all such proceeds of sale or hire charges received by the Customer through any Bank or other account maintained by the Customer.

(d) In the event of sale or hire of the Goods or the altered Goods by the Customer in the ordinary course of its business the Customer shall assign its rights to recover the selling price or hire charges from the third parties concerned to the Company if required to do so in writing by the Company.

(e) The Customer shall not assign to any other person any rights arising from a sale or hire of the Goods or the altered Goods without the express consent of the Company in writing.

(vii) As the insurable risk in the Goods shall pass to the Customer as soon as the Goods are delivered to him or to his customer or to his order and pending disposal, the Goods are sold to the Customer against all insurable risks.

(viii) If Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of the insurance as trustee for the Company.

11. Loss Or Damage In Transit – Packing of goods shall be examined by the customer on receipt and notification of damage or breakage shall be sent in writing both to the company and the carrier within 5 days of receipt of goods. In the case of loss in transit or delay in delivery, notification in writing shall be sent to the company and the carrier by the Customer within 5 days of the date of invoice or the delivery note. "Unexamined" signatures do not relieve the customer of this liability or the provisions of this clause. If the customer shall fail to give such notice the goods shall be deemed to be in all respects following the contract and the customer shall be deemed to have accepted the Goods and shall pay for the same accordingly.

12. Rejection of Goods and Handling Charges, Delays and Returns – Goods wrongly ordered or found to be extra to requirements will be taken back by the Company only if they are in an unused condition and purchased within the preceding thirty working days. In such cases, a 10% handling charge will be levied – minimum €5,00. Damaged goods should be notified to the company immediately. Goods on special order, i.e. non-stock goods, may not be returned or such orders cancelled. All returns must be pre-approved by the company. Applications for returns must be made in writing.

13. Quotations – Unless previously withdrawn the company's offer to supply the goods is valid at time of issue. For quotations requiring longer validity, written request and acceptance must be made. All quotations are subject to the Goods remaining unsold at the time that any order is received from an account holder or cash payment is received from a non-account holder. Orders will only be processed in accordance with applicable export controls.

14. Package And Carriage – The cost of packing and carriage will be charged on all orders unless otherwise agreed in written confirmation between the Company and the Customer.

15. Cancellation and Variation of Orders – No variation of these terms shall be binding on the Company unless acknowledged in writing by the Company. Orders for Goods may not be cancelled or suspended without the Company's written consent and on such terms as the Company may reasonably require. Any cancellation or suspension, if accepted, shall be upon the express term that the Company shall be indemnified against loss incurred wholly or in part such cancellation or suspension.

16. Delivery – The Company shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its control.

17. Liability – It is an express condition of sale that liability is limited to the cost of the Goods proved to be defective. Under no circumstances shall the Company be liable to the Customer or to third-parties for loss (including, but not limited to, the loss of profit or data), damage or injury howsoever arising. The Customer shall indemnify the Company in respect of all damage or injury occurring to any personal property and against actions and expenses in that connection for which the Company may become liable in respect of the Goods sold if damage or injury is caused by negligence of the Customer or his servants or agents.

18. Special Conditions – In the event of the Customer's order containing special conditions, the order will only be accepted on the understanding that those conditions do not differ from our own, or, if there are any differences that such conditions shall be waived by the Customer.

19. Hazardous Goods - Certain goods such as Life rafts, Life vests some Chemicals, batteries and some fluids are classed as hazardous for export purposes. As a result, on receipt of an order with these types of items in it, we may have to contact you to discuss an additional charge to cover the cost of the Hazardous Packaging Requirements. Extra charges for shipping may applied.

20. Health and Safety at Work – In compliance with statute, the Company confirms the Goods supplied do not present a hazard to health and safety when properly used and when used for the purpose for which they are designed and provided also that the Customer or his servants or his agents takes reasonable and normal precautions in their use.

21. Warranties – The Company offers the Customer the benefit of the warranty period offered by the manufacturer. No additional warranties are offered.

22. The failure of the Company at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on any future occasion.

23. Each of the above conditions shall be read and construed independently of each other so that, if one or more is held to be invalid, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Term or Condition shall be found to be void but will be valid if some parts thereof were deleted then such Term and Condition shall apply with such modification as may be necessary to make it valid and effective.

24. Disputes – This contract shall be governed by Bulgarian law and the Bulgarian Courts shall have exclusive jurisdiction in any dispute which may arise save that the Company may institute and maintain proceedings in respect of this contract in any country. Proceedings against a foreign customer may be served by post addressed to him at any consulate of his country or residence of nationality. All quotations are given and all orders are accepted subject to the Company's conditions of Sale and no other. Any modification of these conditions is ineffective unless made by written agreements between the parties.

25. Copyright & Trademark - We respect all relevant trademarks and copyrights which are marked accordingly.

Thank you.

The Balkan Aviation Ltd. Team.
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