# **Univair Terms & Conditions**

Last Modified on 09/19/2025 8:57 am MDT

By creating an account, signing into your account, placing an order, or otherwise accessing or using our website, www.univair.com (the "Site"), you agree to and accept these terms and conditions.

These terms and conditions, as well as any other product and service specific terms on our Site, constitute your service agreement ("Agreement") with Univair Aircraft Corporation ("Univair") and any of its owned or operated Sites where these terms and conditions are posted. This Agreement sets forth the legally binding terms for your use of our Site and your purchase or use of any products or services offered on the Site. By accessing and/or using the Site, you represent and warrant that you have the right, authority, and capacity to enter into the agreement and to abide by all of the terms and conditions set forth herein. You may not access or use this Site or accept this agreement unless you are at least 18 years old.

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#### **Data Collection**

Univair employs the use of cookies on its websites. By using Univair's websites you consent to the use of cookies in accordance with our Privacy Policy.

Univair collects your personal information for the purpose of processing orders and collecting payment. We reserve the right use to this information for marketing, informational and promotional purposes as outlined in our Privacy Policy.

#### Website Accounts

In order to use certain features of our Site, you must create an account and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Site does not violate any applicable law or regulation or the terms of this Agreement.

You are responsible for maintaining the confidentiality of your Univair account login information. You are fully responsible for all activities that are associated with your Univair account (including but not limited to any purchases, use of the Site, or correspondence sent to Univair from your account). You agree to immediately notify Univair of any unauthorized use or suspected unauthorized use of your Univair account or any other breach of security. Univair reserves the right to suspend, restrict, or terminate your account for any reason.

### Minimum Order Requirement

Univair has a \$10.00 minimum order requirement (excluding shipping, taxes, etc.). Orders less than this amount will not be accepted.

### Order Acceptance

The receipt of an order number or an e-mail order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell by Univair. Univair reserves the right, without prior notification, to limit the order quantity on any item, adjust prices of products and shipping, and/or to refuse service to any customer. Verification of information may be required prior to the acceptance of an order. Prices and availability of products are subject to change without notice. Errors will be corrected when discovered and Univair reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission, including after an order has been submitted. Univair reserves the right, at its sole discretion, to refuse or cancel any order for any reason.

#### **Transactional Emails**

By purchasing from our Site you agree to receive transactional email notifications from Univair. Transactional emails include order confirmations, order status updates, abandoned cart notices, shipping confirmations, and any other communications that are necessary to our business operations as outlined in our Privacy Policy.

# **Product Pricing**

Product prices may vary from those published in our website, catalog, price lists, advertisements or other marketing materials, and are subject to change without notice. If the current price of an item is higher than the published price, we reserve the right to charge you the higher price at the time your payment is captured.

# **Product Availability**

We do not guarantee that all items for sale are in stock at all times. If you order an item and we do not have the stock to fulfill your order, you will be notified by a Univair salesperson. Our sales staff will provide expected delivery times and purchase prices based on the best information available to us.

Parts we manufacture in-house can usually be replenished within 4 to 6 weeks. Products we purchase from other companies have a similar time frame for replenishment. However, in the event of production backlogs, material

shortages, staff shortages, or other supply chain issues, Univair reserves the right to extend the expected delivery time without consequence.

Built-to-order products, such as airframes and wing kits, are not kept in inventory and are manufactured as ordered. Higher cost items may require a non-refundable deposit before we begin production. Our minimum lead time for these items is 12 weeks, but may take longer depending on production backlog.

Note that backordered, special order, and built-to-order items are subject to price increases, i.e. the final price may be higher than what was quoted when the order was placed. **Univair reserves the right to adjust the prices of products at the time your order is shipped.** 

### **Product Descriptions and Photos**

Univair attempts to be as accurate as possible with our product descriptions and photos. However, Univair does not warrant that product descriptions, photos, or other content in our website, catalog, price lists, advertisements or marketing materials are accurate, complete, reliable, current, or error-free. If a product offered by Univair is not as described or pictured, your sole remedy is to return the product per our Returns & Refunds Policy.

### **Order Processing Times**

We require a minimum 7 business days to fulfill orders containing in-stock items. Out of stock and special order items will take longer. Order processing time is **IN ADDITION TO** the shipping time you select at checkout. We do not process orders overnights, on weekends, or on national holidays. The day you submit an order to Univair is also not counted in the processing time.

Items that are out of stock can take several days to a few weeks to replenish inventory.

Shipments in wood crates require additional time, as we build the crates in-house as needed.

Orders requiring 8130-3 Airworthiness Documentation and other forms for export shipments will also require additional processing time.

Detailed information on order processing times can be found here.

**RUSH AOG ORDERS:** Rush AOG orders must be placed by noon Mountain Time to ship the same day and are only available for customers in the United States. Other conditions apply; full details on our Rush AOG policy can be found here.

#### Risk of Loss

All items purchased from Univair are made pursuant to a shipping contract known as Free On Board Origin (FOB Origin). This means that the risk of loss and title for such items passes to the buyer as soon as the order is loaded onto a delivery truck at our warehouse in Aurora, Colorado, USA. Detailed information regarding lost, damaged or stolen shipments can be found here.

# Shipping and Delivery

Products will be shipped to the address designated by you, so long as such address is correct, complete, and complies with any shipping restrictions contained on the Site, or as dictated by the carrier or country of destination. The time and location of delivery to you is at the discretion of the carrier. Univair will not be held responsible for late, misdirected, lost, stolen, or damaged deliveries due to the negligence of the carrier.

Carriers do not guarantee delivery times on Standard (Ground), 2 Day, 3 Day, or Freight shipments, therefore Univair cannot guarantee delivery times either. Univair will not refund shipping charges, either fully or partially, on orders that are not delivered within the expected time frame.

The shipping costs shown on the checkout pages are ESTIMATES only and DO NOT represent what you will be charged. Your exact shipping costs may be MORE or LESS than the estimate. Shipping costs vary depending on size, weight, number of packages, delivery address, method of shipment, plus any additional shipping or handling fees as outlined in the articles listed below.

Univair reserves the right to adjust your final shipping charges (higher or lower) on your credit card/PayPal account at the time your order is shipped.

Detailed information about shipping costs and transit times can be found in these articles:

- How We Calculate Shipping Costs
- FedEx and UPS Shipping Costs and Transit Times
- · Additional Shipping and Handling Fees

#### Taxes, Duties and Tariffs

Univair conducts business throughout the United States and worldwide, and collects and remits U.S. sales taxes as required by law. Univair does not collect customs duties, import tariffs, VAT/sales taxes, etc. when shipping to other countries. These costs are the sole responsibility of the customer. Univair is not responsible for delays caused by any Customs agency.

### Dealer Accounts/Net 30 Accounts

Dealer Accounts must be approved by Univair prior to placing an order, otherwise dealer discounts will not be honored.

Payment by a Net 30 Account is available only to legitimate dealers/wholesalers who have opened a credit account with Univair, and that account is in good standing. Invoices are payable Net 30.

Prior to invoicing, your order will be adjusted to reflect your dealer discount. Note that our website currently does not calculate dealer discounts, so if you want to know your order total after your discount, you will need to contact your assigned salesperson.

To open a Net 30 Account with Univair, please contact us at 303-375-8882 and ask for our sales department.

# **Export Documentation and Fees**

For all international orders, a 3% export documentation fee (minimum of \$3.00) will be added for Documentation of Airworthiness (also known as form 8130-3) for civil aviation authorities in the customer's country. An additional

\$0.75 per item will be assessed for some countries due to extra documentation required by the countries' aviation authority.

If 8130-3 paperwork is NOT required, you must make a note in the comment section during checkout, otherwise by default we will include it and add the appropriate charge to your order total.

Also note, if you cancel the 8130-3 paperwork when placing your order, Univair cannot send it separately after the order has shipped if you later change your mind. The items will have to be returned to Univair at your expense, at which time Univair will then issue the 8130-3 paperwork and reship the parts again, also at your expense.

For more information on International shipments, see this article.

# Limitations Regarding Technical Information, Articles and Advice

Univair offers aircraft-related information, articles, and advice through our website (www.univair.com), our Knowledge Bases (help.univair.com and resources.univair.com, referred to "KBs"), in person, through email, and over the phone. Information and advice offered by Univair is not warranted to be accurate, complete, reliable, current, or error-free. It is the responsibility of any aircraft owner to determine if a particular part will safely fit their exact aircraft year, make, model, and serial number. For more information, see the article "Can you tell me if a certain part will fit my airplane?". If you purchase a product for your airplane based on information from a Univair employee, our website, catalog, marketing materials, or KB articles and it doesn't fit, your sole remedy is to return the part per our Returns & Refunds Policy.