



International Repairs: ITAR Controlled Shipments to TGH Aviation

22 CFR 123.4(a)(1) Port Directors of U.S. Customs and Border Protection shall permit the temporary import (and subsequent export) without a license, for a period up to 4 years, of unclassified U.S. origin defense items (including any items manufactured abroad pursuant to U.S. Government approval) if the item temporarily imported is sent for servicing, inspection, testing, calibration or repair, including overhaul, reconditioning and one-to-one replacement of defective parts or components.

TGH Aviation, including all employees, is required to comply with the laws and regulations issued by the U.S. Department of State International Traffic in Arms Regulations (EAR), amongst other regulatory agencies. Our International customers shipping articles for service that have eligibility for installation on military aircrafts, must follow the below procedures to insure a timely delivery and avoid potential import violations and additional fees.

We cannot and will not accept parts or components from countries that are proscribed in the Country Policies and Embargoes list, 22 CFR 126.1. For countries other than those listed in 22 CFR 126.1, please confirm that we have capability to service your components. Please direct your capability inquiries to sales@tghaviation.com and be sure to include End User and Application information in your request.

Please note TGH will not be liable any occurred customs or service fees associated with international shipments. Failure to comply with TGH Aviation's international shipping policy and instructions will result in bill backs for any fees absorbed by TGH Aviation and must be paid and cleared prior to release of instrumentation by TGH. Please see below;

TGH ITAR International Shipping Instructions

Ship the article to us under the ITAR exemption 22CFR 123.4(a)(1). The following statement, or equivalent, must be made on all paperwork, including import documents: "Unserviceable goods being sent to USA for repair and return under 22 CFR 123.4(a)(1), temporary import license exemption."

Prior to shipment, a notification must be sent to TGH Aviation. Be sure to provide a copy of the document(s) via email to your TGH Aviation point of contact or sales@tghaviation.com

Your repair order should state the End User, End Use Country and Aircraft Type for each and every shipment. When creating the airway bill, enter "ITAR EXEMPT 22 CFR 123.4(a)(1)" in the reference field. After the component has been serviced, it will be exported back to you under the same exemption.

It is the responsibility of the customer to mark and consign each shipment to TGH Aviation as indicated above. Failure to do so will place full responsibility on the customer. Additionally, failure to comply will entitle TGH Aviation to recover from customer any costs incurred.



TGH Non-ITAR International Shipping Instructions

TGH Aviation recommends the use of FED EX for international incoming shipments. If the importer wants to hire a Customs broker to file the TIB and obtain the bond on their behalf, TGH will not be responsible for any customs, broker or storage fees/penalties associated with the import of goods. Failure to comply with TGH Aviation's International Shipping Policy and Instructions will result in bill backs for any fees absorbed by TGH Aviation and must be paid and cleared prior to release of instrumentation by TGH.

If you are temporarily importing goods to be repaired, altered or processed in the U.S. within one year and exported, you will have to file a Temporary Importation under Bond (TIB) entry. Heading 9813.00.05 in the Harmonized Tariff Schedule (HTS) allows goods to enter the U.S. for these reasons without duty being required. However, the importer must obtain a Customs bond from a surety company.

Customs requires entry to be filed within 15 working days of the goods arrival for Customs clearance, however, we advise the importer or broker to file the entry within five days to avoid being charged storage fees by the carrier. If the goods are not cleared within 15 days, the goods will be sent to a General Order Warehouse (GO), unless Customs grants the importer an extension. If the goods remain in GO for 6 months, they will be auctioned off.

Feel free to contact us with any questions, comments or concerns.

Thank you for your cooperation.

**International Sales Questionnaire
End User/End Use Statement**

The Gyro House Inc. dba TGH Aviation

Dear Valued Customer,

Export of these commodities is subject to either the United States Government's Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR). Please complete and return this statement, so we may complete the review of your purchase order or request for quotation. The information provided within this document will only be used for export control purposes.

Purchaser:

Company Name: _____

Address: _____

City: _____ Postal Code: _____ Country: _____

Phone Number: _____ Website: _____

Company Description: _____

Purchase Order Number: _____

Will Products(s) be: Re-sold Incorporated into another product before re-sale?

End User: required if different from Purchaser

Note: If multiple end-user in multiple countries, please list on separate sheet

Company Name: _____

Address: _____

City: _____ Postal Code: _____ Country: _____

Phone Number: _____ Website: _____

Company Description: _____

End Use:

Products will be used for:

Commercial Defense/Military Aerospace Other (please specify) _____

Information provided is true and correct to the best of knowledge.

Signature Required: _____ Date: _____

Print or Type Name: _____

Title: _____

Company: _____

Please return completed form by fax +1 530.887.2138 or e-mail..