

TERMS and CONDITIONS of SALE

Terms of Sale: This invoice contains all the terms of sale and by ordering any item(s) from Seller, Buyer assents to them. No terms and conditions, other than the terms and conditions set forth in this invoice shall be binding upon seller. Terms and conditions contained in any purchase order which are different from or in addition to the terms and conditions of this Invoice, shall not be binding on the Seller, whether or not they would materially alter the terms of this Invoice, and Seller objects thereto. Any other terms of sale not contained in this Invoice must be in writing and signed by Seller to be enforceable against it.

Payments and Interest: All amounts invoiced are due and payable within 30 days from the date of this invoice, unless otherwise stated in this Invoice. **ALL PAYMENTS ARE TO BE MADE IN U.S. CURRENCY.** Buyer's obligation to pay this Invoice is unconditional and shall not be subject to any abatement, defense, counterclaim or recoupment whatsoever, and Buyer shall not set off any sum due Seller under this Invoice from sums, whether or not liquidated, that are or may otherwise be due Buyer by Seller. Any amounts not paid within the thirty (30) days from the Invoice date shall bear interest at the rate of 1-1/2 percent, per month, from the Invoice date through the date of payment. Time is of the essence with respect to payment of this Invoice. In the event that any action must be taken to collect amounts due hereunder, Buyer shall pay all of Seller's collection and arbitration costs and expenses, including, but not limited to, actual arbitrators and attorney's fees, collector fees, repossession expenses and court costs.

Transportation: Unless otherwise agreed by Seller in writing, all items are shipped F.O.B. point of origin. Title and risk of loss, damaged or destruction for items shall pass to Buyer upon delivery at the F.O.B. point. All claims for damages, loss, etc. must be made by Buyer against carriers and insurance companies, and no claim may be against Seller.

Export Licenses and Taxes: If any item(s) sold is to be exported, it is the responsibility of the Buyer to obtain a valid export license for such item(s) from all applicable governmental agencies, including, but not limited to, the United States Department of Commerce or State, if required under applicable U.S. or other government export regulations. All sales, income or excise taxes, duties or other governmental charges and levies due on this sale shall be for the account of Buyer and shall be paid by Buyer. Buyer certifies to Seller that it is not acquiring any item(s) for shipment or release to a destination prohibited by United States law.

Explanation of Codes:

- FN- Factory New purchase from OEM or Authorized distributor
- NS- New Unused condition. New Surplus
- OH- Overhauled by an authorized agency or an airline
- SV- Certified airworthy by an authorized agency or an airline
- AR- As Removed condition, but economically repairable
- AI- As Is, where is condition, no guarantees **NO RETURNS**

Acceptance of Goods and Returns: Buyer must notify Seller in writing within 48 hours of its receipt of any shortages or rejection of any item(s) sold hereunder. Failure to reject and notify Seller of any discrepancies within 48 hours from the delivery of the item(s) shall constitute a waiver of any claim that the item(s) is not acceptable, and Seller shall have no obligation to accept its return.

Notwithstanding the foregoing, should Seller agree to accept the return of any item(s), it shall be subject to a 20% restocking charge. Any liability of Seller for non-conforming item(s) is limited solely and expressly to the replacement in kind of any item(s) which are rejected, and Seller is not liable for any consequential or indirect damages or lost profits. **UNDER NO CIRCUMSTANCES SHALL ANY ITEM BE ACCEPTED FOR RETURN, UNLESS BUYER SHALL HAVE FIRST REQUESTED AND RECEIVED A RETURN AUTHORIZATION NUMBER ("RA") FROM SELLER.** Return freight charges are the responsibility of the Buyer and must be prepaid, and Buyer shall bear all risk of loss until the item(s) have been delivered to Seller's facility. Each returned item(s) must be insured for its net purchase price. Damage to any return item(s) shall void any return obligation of Seller.

Exchanges: If an item is sold as part of an exchange, then the item to be exchanged by Buyer ("Core Item") shall be shipped to Seller at Buyer's expense so as to arrive within fifteen (15) days from the date of this Invoice. The core item shall be an equivalent item to that being purchased, and Buyer represents that the Core Item/s is economically repairable (i.e. that a Maintenance Release Tag from the OEM or an FAA approved repair station certifying that it is airworthy and conforms to the current applicable revision levels can be obtained by Seller after routine repairs and overhaul at the OEM or an FAA approved repair station). **NO ITEM WILL BE ACCEPTED FOR AN EXCHANGE NOR ANY CREDIT MEMO ISSUED BY SELLER FOR A CORE ITEM, UNLESS BUYER HAS PROVIDED SELLER WITH DOCUMENTATION ACCEPTABLE TO SELLER IN ITS SOLE DISCRETION, DOCUMENTING TRACEABILITY OF THE CORE ITEM TO AN FAA APPROVED SOURCE.** In the event that the cost of overhauling a Core Item by the same or similar repair station previously overhauling the Core Item exceeds eighty (80) percent of the Exchange Fee specified in this Invoice, Buyer shall be liable for such additional cost and will be invoiced by Seller. If buyer fails to return a Core Item or should Seller, in its sole discretion, determine that the Core Item is not economically repairable, then the Seller shall not issue a credit memo for the cost of the item shipped in exchange for the Core Item and invoiced hereunder. Upon payments of all amounts due under this invoice, the "scrap" unit will be returned to Buyers as its property, along with any teardown report, or disposed of in accordance with Buyer's written instructions at Buyers expense. Failure of Seller to immediately inspect and reject a Core Item will not relieve Buyer of its obligations hereunder.

Warranty: Seller will transfer the vendor warranty for any item(s) which carry FAA certifications; otherwise all items sold hereunder are sold "AS IS, WHERE IS". Buyer acknowledges that Seller is not a manufacturer of any item sold, and the Seller makes no warranty or representation of any kind whatsoever, implied or expressed, in relation to any item, and Buyer waives between itself and Seller any and all rights against Seller. Buyer makes no representation with respect to the capacity, age, quality, description, state, condition, title, value, workmanship, design, construction, use, operation, performance or compliance with specifications or law of any item, including but not limited to its airworthiness, suitability for any particular purpose, quality of materials, or workmanship with respect to any latent or obvious defect.

Arbitration: Any controversy or claim arising out of or related to this Invoice shall be settled by arbitration before a single arbitrator in Atlanta, Georgia. The selection of the arbitrator and the conduct of the arbitration shall be in accordance with the Commercial Rules of Arbitration Association. The provision of the Federal Arbitration Act, 9 U.S.C. 1 et. seq. shall apply to all proceedings hereunder. Any judgement of ruling of the arbitrators shall be the final and binding award and may be entered in any court having jurisdiction thereof.

Waiver of Jury Trial: To the extent permitted by law, Buyer waives all right to trial by jury in any action arising from or related to this Invoice or any item(s) sold hereunder.

Security Agreement: This Invoice constitutes a security agreement by which Buyer grants to Seller a security interest and lien on all item(s) sold until all amounts invoiced have been paid in full. No further action need to be taken by Seller to perfect this lien.

Governing Law: This Invoice and terms of sale shall be governed in accordance with the laws of the State of Georgia.

Entire Agreement: This Invoice contains the entire agreement of the parties with respect to the sale of the item(s) listed. All prior or other agreements or promises are merged herein.