



TERMS & CONDITIONS

1. **Acceptance.** Acceptance of this order will be according to the Terms and Conditions shown on the face hereof. This order supersedes any previous terms and conditions contained in any quote, purchase order or acknowledgement. All items are subject to prior sale.
2. **Taxes.** Buyer is responsible for all taxes, duties and other charges arising from the sale, delivery or use of any goods identified in the foregoing order and will reimburse Avacore LLC for any such charges Avacore LLC may be required to pay.
3. **Law & Jurisdiction.** The definitions of terms used, interpretation of this order, and rights and liabilities of parties hereto shall be construed under and governed by the laws of the State of Delaware, U.S.A. and the courts situated in New Castle County Delaware shall have exclusive jurisdiction to hear any dispute arising hereunder. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Avacore LLC in any action to enforce its rights hereunder. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any amendment or successor thereto is expressly excluded from this order. Buyer hereby waives: (a) the right to a jury trial in any and all proceedings; (b) any and all objections to venue and inconvenient forum in the state and federal courts referred to in this section; and (c) any and all objections to service of process by certified mail, return receipt requested.
4. **Delay.** Avacore LLC is not responsible for any failure or delay in performance resulting from causes beyond Avacore LLC's reasonable control. These may include, but are not limited to events such as acts of government, court order, civil unrest, sabotage, custom clearances, adverse weather conditions, labor troubles and shortages of any goods. Avacore LLC will give timely notice to Buyer of any such event and will endeavor to avoid or remove the cause and resume performance with minimum delay. The time for delivery will be extended accordingly.
5. **Payment & Delivery.** It is specifically understood and agreed that the title to all goods listed or included in the foregoing invoice shall remain Avacore LLC's until full payment of same has been received, and the funds have cleared. All payments shall be made in United States dollars. All payments shall be made in full prior to shipment of the goods; except where Avacore LLC has authorized credit terms for payment and/or scheduled advance payment, of which, such conditions will be listed on the face the invoice referenced above. The Buyer agrees to pay all cost of collection, including all reasonable attorneys' fees in the event it becomes necessary to enforce payment thereof. A finance charge of 1.5% per month or 18% per year or the maximum allowable service charge under the State of Delaware shall be applied to all past due accounts commencing from the due date until the date the invoice amount, plus any service charges, is paid. All goods are sold ExWorks Avacore LLC's facility in Coral Gables, Florida or the location of the "drop shipment".
6. **Termination.** Avacore LLC may terminate the order at any time by written notice to Buyer if Buyer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee, or custodian is appointed for Buyer or a substantial part of Buyer's property. duties, obligations or liabilities, express or implied, arising by law or otherwise, with respect to the goods supplied or services rendered. In no event shall Avacore LLC nor any consignor be liable for any direct, indirect, special, incidental, punitive or consequential damages, including without limitation, lost revenue, profit or economic advantage and cost of replacement goods, suffered by buyer, whether or not caused by Avacore LLC' or consignor's negligence. No agreement claiming any warranty of the goods shall be binding upon Avacore LLC unless in writing and signed by its duly authorized officer or representative.
7. **Warranties.** The Goods will be delivered in as is, where is condition but subject to following:
 - A. If the Goods are in overhauled condition a workmanship warranty of 12 months
 - B. If the Goods are in Repaired condition a workmanship warranty of 6 months
 - C. If the Goods are Bench tested/inspected a workmanship warranty of 30 days from ship date

For avoidance of doubt, Avacore LLC' liability shall be limited to at Avacore LLC' option either (a) the

replacement and repair of the Goods or (b) a credit to Buyer in the amount of sale price of Buyer. Buyer expressly disclaims any other costs and expenses and agrees that the warranty claim will be limited to the options set forth in the preceding sentence.

8. **Limitation of liability.** Avacore LLC' liability on any claim of any kind, including negligence, for any loss (including death) or damage arising out of or connected with, or resulting from this order, or from the performance or breach thereof, or from the manufacture, sale, delivery, or use of any goods covered by or furnished under this order shall in no case exceed the price allocable to the component which gives rise to the claim. Any such liability shall be conditioned on buyer providing prompt written notice to Avacore LLC of any claim and, in any event, within one year from the date of occurrence of the claim unless the parties have agreed in writing to a different claim period. In no event shall Avacore LLC be liable for special, incidental, indirect, punitive, or consequential damages including, without limitation, lost revenue or profit and cost of replacement goods. Buyer releases and agrees to defend, indemnify and hold Avacore LLC and any consignor, and each of their respective directors, officers, agents and employees (each, an "indemnitee"), harmless from and against any and all liabilities, demands, suits, damages, losses, expenses, claims, fines or judgments (including, without limitation, all attorneys' fees, costs and expenses in connection therewith or incident thereto) for deaths of or injuries to any persons whosoever (including, without limitation, Avacore LLC and any consignor's employees) and for all losses incident thereto, and for loss of, damage to, destruction of, or delay in the delivery of any property whatsoever (including, without limitation, aircraft of buyer) in any manner arising out of or in connection with the parts subsequent to their delivery by Avacore LLC hereunder regardless of the negligence, active or passive, of any indemnitee. Buyer will, at the request Avacore LLC and/or the relevant consignor negotiate any claim or defend any action or suit brought against Avacore LLC and/or the relevant consignor or in which Avacore LLC and/or the relevant consignor is joined as a party defendant based upon any matters for which buyer has released and indemnified Avacore LLC and/or the relevant consignor hereunder. In the event the aforesaid provisions of this agreement relieving any indemnitee from liability for its own negligence or any other provision whatsoever should for any reason be held ineffective, unenforceable or contrary to public policy, the remainder of these terms and conditions shall remain in full force and effect notwithstanding.
9. **Indemnification.** Buyer shall assume all loss and liability of any nature whatsoever arising out of the use, possession, or resale of said goods, and agrees to indemnify, protect, defend and save harmless Avacore LLC, its affiliates and their respective officers, directors, employees and agents ("hereinafter the Indemnitees") with respect to any claim, suit, action or judgment of any kind arising out of such use, possession or resale, regardless of whether caused by the negligent acts (or omissions) of any of the Indemnitees.
10. **Severability.** Any provision of this order which is prohibited or unenforceable in any jurisdiction shall, only as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such provision shall remain effective in any other jurisdiction. To the extent permitted by applicable law, each party hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.
11. **Assignment & Waiver.** Buyer may not assign, in whole or part, the order and/or the foregoing invoice without prior written consent of Avacore LLC. Failure by Avacore LLC to assert all or any rights upon breach of this order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No written waiver of any right shall extend to or affect any other right Avacore LLC may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.
12. **Returns.** All returns for credit must be made within thirty (30) days of purchase and require a written material return authorization. All returns are subject to Avacore LLC approval and a 20% restocking fee. All returns must be accompanied with all original documentation and packaging the item had when it was shipped. Parts returned without original documentation lose value, due to the loss of traceability, are not fully refundable and will be pro-rated. Avacore LLC does not accept parts for return which have been installed and operated. Avacore LLC reserves the right to replace any unsatisfactory parts.

All returns on exchanges will be subjected to payment of the exchange fee. The exchange fee is non-negotiable and must be paid in-full for all returned exchanges.

Authorized returns are strictly limited to the following:

1. Defective parts that failed upon installation on aircraft with failure report,
2. Parts supplied under a different part number as specified in client's accepted purchase order.

All other returns will not be accepted and sales will be considered final.

For returns, the following information will be required:

1. Avacore LLC invoice number or order number.
2. Part number, part description and quantity to be returned.
3. Specific reason for return.

SHIPPING INSTRUCTIONS

1. Reference the material return authorization number on all return documentation.
 2. Insure the shipment for full value.
 3. Ship the package freight prepaid. C.O.D. shipments will not be accepted.
 4. If you have any questions regarding shipping, contact your Avacore representative.
13. **Export.** Buyer understands that the products and/or technology to be purchased by it pursuant to this Agreement are subject to export controls under the laws of the United States, including but not limited to: (i) U.S. exports regulations governing the export, transfer, or re-export of U.S. manufactured products, and products containing U.S. components, software, or technology as set forth in the U.S. Export Administration Regulations (EAR), 15 C.F.R. §§ 772 et seq.; (ii) U.S. export regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Asset Control Regulations (FACR), 31 C.F.R. §§ 500 et seq.; and (iii) the International Traffic in Arms Regulations, 22 C.F.R. §§ 120 et seq. Buyer agrees, warrants and represents that it will not export or re-export the products, technology, or products manufactured from the technology that are the subject of this Agreement in violation of the export laws of the United States.
14. **Reclamation & Right of Set-Off.** This provision shall apply if Avacore LLC has: (a) delivered the goods to Buyer on credit; or (b) financed the sale of the goods to Buyer. As a condition of Avacore LLC allowing the Buyer to accept delivery of the goods on credit, Buyer represents and warrants to Avacore LLC that Buyer is solvent and is not presently a debtor in any bankruptcy case in any court of competent jurisdiction. In the event of Buyer's insolvency, the foregoing invoice together with these Terms & Conditions shall constitute a demand by Avacore LLC for reclamation of the goods in accordance with Section 2-702 of the Uniform Commercial Code and Section 546(c)(1) of the United States Bankruptcy Code. In the event of Buyer's insolvency, Buyer does hereby waive any defenses to Avacore LLC's right to reclamation to the goods sold and Buyer shall promptly return possession of the goods to Avacore LLC. Buyer hereby grants a general lien on and a security interest in, any assets belonging to Buyer as condition of payment to Avacore LLC if Avacore LLC chooses this approach as compensation.