



Aero Technical Components

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS AND CONDITIONS

No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by it in writing signed by the Seller. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which is different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller. By accepting goods shipped hereunder, Buyer agrees to be bound by the following terms and conditions.

QUOTATIONS

Quotations are only valid in writing and for 30 days from the date of the quotation unless otherwise stated in the quotation. All quotations by Aero Technical Components are subject to change or withdrawal without prior notice to Buyer unless otherwise specifically stated in the quotation.

PRICE

Prices are in U.S. Dollars. Buyer will pay any transportation charges unless otherwise stated by Seller. Prices do not include federal, state or local sales, use, excise or similar taxes or assessments or import duties applicable to the sale, purchase, transportation or use of goods sold. Any such tax or duties shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. In the event Aero Technical Components is required to pay any such tax or assessments, the Buyer shall reimburse Aero Technical Components upon demand. Aero Technical Components shall be under no obligation to contest the validity of any such tax or assessment or to prosecute any claims for refunds or returns.

SHIPMENTS

Method of transportation desired should be designated by the Buyer. When no such designation is made, Aero Technical Components will ship by the method deemed most suitable to each instance. All Products are shipped F.O.B. point of shipment. Risk of loss all transfer to the Buyer upon tender of goods to Buyer, Buyer's representative or common carrier. Claims for Products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.



PAYMENTS

Buyer shall pay for the goods in full, without offset or deduction, within the time frame and in the manner set forth on the Contract. Payment terms for credit based accounts are Net 30 days from the date of each invoice issued. Other payment options are available (e.g. Cash In Advance, Credit Card, C.O.D.). Buyer agrees to pay a late payment charge at the rate of one and a half percent (1.5 %) per month, eighteen percent (18%) per annum, or the highest rate legally permissible, whichever is less, on each delinquent statement balance, commencing on the thirty-first (31st) day from invoice date. All credit based accounts are subject to stop shipment actions by Aero Technical Components should past due balances or balance in excess of credit limit situations arise. Aero Technical Components reserves the right at any time to alter or suspend credit, or to change credit terms provided herein, when in its sole opinion the financial condition of the Buyer so warrants. Where payments are made by wire transfer, Buyer is responsible for any bank fees charged by intermediary banks and are subject to a wire fee.

SUBSTITUTES

Aero Technical Components reserves the right to supply substitute parts in lieu of the part ordered when design changes, later specifications, conditions of supply or product improvement make such substitution necessary. Prices on substituted material may be adjusted accordingly.

WARRANTY

Seller warrants to the Buyer the Products will be sold free and clear of all liens and encumbrances and in conformance with the descriptions and specifications, if any. The foregoing warranty is expressly in lieu of all other warranties express, statutory or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Products are delivered to the Buyer "as is". Seller has not designated or manufactured the Products, and is not responsible for any design or manufacturing defects. Final determination of the suitability of the Products for the use contemplated by Buyer is the sole responsibility of Buyer, and Seller shall in no way be responsible for the suitability of the Products for any particular end use.

Aero Technical Components warrants to the Buyer that for a period of 30 days after receipt of the material to Buyer, the Product will be free from defects in material and workmanship and will perform to form, fit and function in conformance with the manufacturer's written specifications.



Aero Technical Components

Aero Technical Components shall have the right to either replace or repair any defective Products or to refund the purchase price upon return of the Products and all related paperwork.

Aero Technical Components shall be given a reasonable opportunity to investigate all claims and no Products shall be returned to Aero Technical Components until after inspection and approval by Aero Technical Components and receipt by Buyer of a RMA Return Procedures form.

LIMITATION OF LIABILITY

Aero Technical Components shall not be liable, and Buyer waives all claims against Aero Technical Components, for incidental, special, punitive or consequential damages, lost profits or commercial losses, whether or not based upon Aero Technical Components negligence or breach of warranty or strict liability in tort or any other cause of action. Aero Technical Components will not be liable to Buyer for any loss, damage, or injury to persons or property resulting from the handling, storage, transportation, resale, or use of its Products in manufacturing processes, or in combination with other substances, or otherwise. In no event will Aero Technical Components' liability under these terms and conditions or in connection with the sale of products by Aero Technical Components exceed the purchase price of the specific Products or Services as to which the claim is made.

EXPORT/IMPORT REQUIREMENTS

Export of Products is subject to U.S. export regulations, including the International Traffic in Arms Regulations and the Export Administration Regulations. Licenses, permits, or other export authorizations may be required prior to the export of Products. Buyer accepts full responsibility for and agrees to comply fully with all applicable export and import laws and regulations including restrictions against sanctioned countries and denied or designated parties.

ACCEPTANCE

The Purchaser shall inspect all goods immediately upon receipt and shall within thirty (30) calendar days give written notice to Aero Technical Components of any claim that said goods do not conform with the terms of this agreement. If the Buyer shall fail to give such notice, the goods shall be deemed accepted, and to conform to the terms of this agreement.



PARTS RETURN

Buyer will have no right to return any Product without Aero Technical Components' prior written authorization. Any authorized return must be made in accordance with Aero Technical Components' return policies then in effect and must be accompanied by a RMA Return Procedures form. Material

returned to Aero Technical Components must be in original packaging. If this is not possible, the Product must be clearly labeled with part number, lot number and be packaged in an appropriate manner to avoid damage during shipping.

EXCUSABLE DELAYS

Aero Technical Components shall not be held in default for failure to deliver or for delay in delivery arising out of causes beyond its control and without its fault or negligence, including, but not limited to acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; labor disputes; freight embargoes; and unusually severe weather.

OWNERSHIP OF INTELLECTUAL PROPERTY

All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or Intellectual Property disclosed or otherwise provided to Buyer by Aero Technical Components and all rights therein (collectively, "Intellectual Property") will remain the property of Aero Technical Components and will be kept confidential by Buyer in accordance with these terms and conditions. Buyer shall have no claim to, nor ownership interest in, any Intellectual Property and such information, in whatever form. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any Intellectual Property, other than the limited right to use the Aero Technical Components' proprietary Products purchased from Aero Technical Components.

INDEMNIFICATION

Buyer hereby releases and agrees to defend, indemnify and hold Aero Technical Components, its directors, officers, employees and agents harmless from and against any and all liabilities, claims, demands, suits, damages and losses (including, without limitation, all attorney's fees, costs and



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expenses in connection therewith or incident thereto) for deaths of or injuries to any persons whomsoever (including without limitation Buyer's employees) and for loss of, damage to, destruction of, or delay in the delivery of any Property whatsoever in any manner arising out of or in any way connected with the goods provided by Aero Technical Components hereunder regardless of the negligence, active or passive, of Aero Technical Components, its directors, officers, employees or agents. Buyer will, at the request of Aero Technical Components, negotiate any claim or defend any action or suit brought against Aero Technical Components or in which Aero Technical Components is joined as a party defendant based upon any matters for which Buyer has released and indemnified Aero Technical Components hereunder.

SEVERABILITY

If any provision herein shall be held to be unlawful or unenforceable, the remaining provisions herein shall remain in full force and effect.

REMEDIES

The rights and remedies provided hereunder are cumulative and in addition to any other rights or remedies provided by law. No failure of Aero Technical Components to insist upon strict performance of these terms and conditions shall be a waiver of any right or remedy of Aero Technical Components. This agreement shall be governed and construed in accordance with the laws of Florida.

COMPLIANCE WITH STATUTES AND REGULATIONS

In the performance of this contract, Aero Technical Components will comply with all applicable statutes, rules, regulations and orders of the United States and of any states or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, applicable price ceilings. The articles delivered hereunder shall be produced in accordance with the Fair Labor Standards Act and the provisions of Executive Orders and the rules and regulations of the President's Committee on Equal Employment Opportunity. Aero Technical Components will not discriminate against any employee or applicant for employment for reason of race, age, creed, color, or national origin.

CHOICE OF LAW AND JURISDICTION

This sale shall be interpreted under and governed by the laws of the State of Florida. In the event of any dispute or claim arising out of this sale, the parties hereby agree that any lawsuit or other legal



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action must be brought in either the State or Federal Courts in the state of Florida within one (1) year after the date of invoice.

ATTORNEY'S FEES AND COSTS

If any legal action or any arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding from the unsuccessful or non-prevailing, in addition to any other relief to which it or they may be entitled.

CONTACT:

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