

Air Aviation Wire Harness Manufacturing Terms and Conditions

Definitions

- 1.1. "Company" refers to Air Aviation LLC.
- 1.2. "Customer" refers to the party purchasing the wire harnesses from the Company.
- 1.3. "Wire harnesses" refers to the products to be manufactured by the Company and purchased by the Customer.

Orders

- 2.1. All orders placed by the Customer shall be considered as an offer to purchase wire harnesses from the Company.
- 2.2. All orders shall be subject to acceptance by the Company, which may be given or withheld at its discretion.
- 2.3. The Company reserves the right to accept or reject any order placed by the Customer, in whole or in part, at any time without prior notice to the Customer.

Delivery

- 3.1. The Company will use commercially reasonable efforts to manufacture and deliver the wire harnesses in accordance with the Customer's order.
- 3.2. The delivery schedule will be agreed upon by the Customer and the Company in writing. The Company shall not be liable for any delays in delivery caused by factors beyond its control, such as acts of God, strikes, or transportation delays.
- 3.3. The Company reserves the right to deliver the wire harnesses in installments, which shall be invoiced and paid for separately.

Payment

- 4.1. Payment terms shall be agreed upon by the Customer and the Company in writing.
- 4.2. Invoices shall be issued upon delivery of the wire harnesses or upon completion of any installment, as applicable.
- 4.3. The Customer shall pay all invoices in full within the agreed-upon payment terms.
- 4.4. Any payment not made when due shall bear interest at a rate of 1.5% per month or the maximum rate allowed by law, whichever is less.

Warranty and Limitation of Liability

- 5.1. The Company warrants that the wire harnesses will be free from defects in material and workmanship for a period of 90 days from the date of delivery.
- 5.2. The Customer's exclusive remedy for any breach of this warranty shall be the replacement or repair of the defective wire harnesses, at the Company's discretion.
- 5.3. The Company shall not be liable for any damages arising from the use or misuse of the wire harnesses, or for any indirect, incidental, or consequential damages arising out of or in connection with the sale, delivery, or use of the wire harnesses.
- 5.4. The Company's liability under these terms and conditions shall not exceed the purchase price of the wire harnesses.

Intellectual Property

- 6.1. The Customer acknowledges that the Company owns all intellectual property rights in the wire harnesses, including without limitation all designs, drawings, and specifications.
- 6.2. The Customer shall not copy, reproduce, or distribute any of the Company's intellectual property without the Company's prior written consent.

Termination

- 7.1. The Company may terminate these terms and conditions at any time upon notice to the Customer.
- 7.2. In the event of termination, the Customer shall immediately pay any outstanding invoices, and the Company shall promptly deliver any wire harnesses already manufactured to the Customer.

Governing Law and Jurisdiction

- 8.1. These terms and conditions shall be governed by and construed in accordance with the laws of the state where the Company is incorporated, without regard to its conflict of laws provisions.
- 8.2. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the state where the Company is incorporated.