



STANDARD TERMS OF SALE

1. Applicability

In the absence of any specific written agreement to the contrary between the parties, the standard terms of sale and delivery presented below shall apply to all sales of products and services by NextGen AeroSupport LLC (herein called the "Seller") to any Purchaser.

2. Prices

Unless otherwise specifically and conspicuously stated in a written quotation, order acknowledgement, or other document signed by the Seller, the price of any equipment, parts or products shall be the price for such equipment, parts or product in effect at the time of shipment. The Seller shall be entitled to change its prices at any time without advance notice. In the absence of any written agreement to the contrary, all sales shall be made in United States Dollars (\$ USD) using the prices for products quoted by the Seller and confirmed in writing. Prices quoted are EXW (Ex Works) (Incoterms 2010) from the Seller's facility, and are for products and standard packaging only and are exclusive of all installation, warehousing or other services or requests, and exclusive of all VATs, tariffs, duties, sales taxes, use taxes, regional taxes and fees and like levies or taxes. Prices quoted are open for the time stated in the quote or a maximum of thirty (30) days from the quotation date and are based on estimated quantities, labor and material requirements and other factors, and are subject to adjustment by the Seller from time to time.

3. Payment Terms

All payments shall be in United States Dollars (\$ USD), without offset, back charge, retention, or withholding of any kind. All invoices shall be payable within the terms stated on the invoice. The Seller may decline at any time to permit shipment of products hereunder until receipt of payment or written agreement upon terms and conditions satisfactory to the Seller in its sole discretion. Payments shall be due on a pro rata basis in the case partial shipments are made by the Seller; provided that, delays in the delivery of a non-significant part of the shipment shall not entitle the Purchaser to refrain from paying the full amount owing pursuant to the agreements reached. Should the Purchaser fail to make payment on time, in addition to collection costs, the Seller retains the right to charge interest on the sum owing at the lesser of (a) 1.5 percent (1.5%) per month, or (b) the maximum percentage then permitted by law, in either case on the balance remaining from the time of delivery until such time as payment may be made. If the Seller retains a third party to collect overdue amounts, all collection costs resulting from such retainer, including, without limitation, legal fees and disbursements, shall be payable upon demand by the Purchaser to the Seller. In the event that the Purchaser fails to accept or permit delivery on time for products that are to be delivered at a specific time, the Seller can choose to either sell such products at the Purchaser's expense, having notified the Purchaser of its intention to do so, or to store the products at the Purchaser's expense such that the Purchaser is required to pay all costs linked to the period of storage. Irrespective of any delays in delivery, the Purchaser is in all events obliged to make the stipulated payment on or by the applicable due date. The Purchaser bears the full risk and cost for any items placed in storage.

4. Sales Tax and Duties, Import Fees

Seller is required to charge/collect national, state, local tax, applicable duties, and import fees on the products for which Purchaser has not provided valid exemption certification. Purchaser assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, fees, licenses, import duties, and fees and licenses, and expenses as may be applicable. When ordering, Purchaser shall indicate clearly if any, or specifically, which products is tax exempt.

5. Shipping and Freight

Shipping dates are subject to review at the time Purchaser's order is accepted and will be determined at that time based on the Seller's then current shipping commitments. Unless otherwise stated, all sales are EXW (Ex Works) (Incoterms 2010) from the Seller's facility. Risk of loss for the products passes to the Purchaser at the time of delivery by the Seller to the freight carrier at the point of shipment. The shipment will be sent at the risk and the expense of the Purchaser and the Seller has no liability and shall not accept responsibility for loss or damage occurring in transit. Unless otherwise agreed in writing, all transportation costs are the sole responsibility of the Purchaser. Unless the Seller has received specific instructions in advance, the Seller shall be entitled to select the means of transport and delivery route. The Purchaser assumes the responsibility to obtain adequate insurance on each shipment. If product is damaged in transit, Purchaser must file claim exclusively with airline, carrier, vessel and/or insurance Seller; provided, however, that if the Seller has not received payment in full at the time the product is damaged in transit, Seller shall have the right to file the claim exclusively with airline, carrier, vessel, and/or insurance Seller.

6. Force Majeure

Seller shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from acts of God, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, labor disruptions, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstances or cause beyond the reasonable control of Seller in the conduct of its business.

7. Acceptance

All goods shall be finally inspected and accepted within ten (10) days after delivery. Failure of Purchaser to provide Seller with an itemized list of defects within such ten (10) days or permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of Goods or Services. In the event of multiple shipments, each individual shipment shall be separately accepted and shall be periodically inspected and accepted. Purchaser expressly waives any right to reject Goods or Services that substantially conform to the specifications relating thereto and any right to revoke acceptance after such ten (10) day period.

8. Security Interest

If payment is not made before or at time of delivery, title to all products at any time delivered to the Purchaser and which have not been paid for in full shall remain with the Seller until all payments have been made in full, and the Purchaser hereby grants to the Seller a security interest (including without limitation, a purchase money security interest) in such products at any time delivered by the Seller to the Purchaser, and in all replacements and

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substitutions thereof, all additions and accessories thereto, and all proceeds thereof, to secure payment of the purchase price of all products, any collection costs, and any other debts owing to the Seller by the Purchaser, and interest thereon. The Seller and the Purchaser agree that the security interest granted hereunder attaches upon the issuance of the Purchaser order by the Purchaser to the Seller. The Purchaser agrees to do all acts necessary to perfect and maintain such right, title and security interest in the Seller. The Purchaser, at its expense, shall fully insure the products against all perils until the Seller has been paid in full.

9. Warranty

Seller's Standard Warranty is applicable and available either upon request or on our website (www.nextgenaerosupport.com). THERE IS NO WARRANTY, REPRESENTATION OF CONDITION OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS) EXCEPT THAT THE MATERIAL SHALL BE OF THE QUALITY SPECIFIED IN APPLICABLE SPECIFICATIONS, AND NONE SHALL BE IMPLIED BY LAW. Except as otherwise provided herein, quality shall be in accordance with Seller's specifications. Final determination of the material for the use contemplated by Purchaser is the sole responsibility of Purchaser and Seller shall have no responsibility in connection with such suitability.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including loss of profits, in connection with its acceptance of Purchaser's order or in connection with the manufacture, delivery or installation of the equipment, parts or products so ordered, whether Purchaser's claim for such damages be based upon failure or delay of delivery, breach of guaranty or warranty or otherwise.

11. Returns

No product is to be returned to the Seller by the Purchaser without the prior written consent, acceptance, and authorization of the Seller via electronic mail or facsimile. The Seller shall have no liability for products damaged in shipment. To apply for permission to return products, the Purchaser must first contact the Seller in writing with its request and for further instructions. Where Purchaser claims an alleged defect in material or workmanship, Purchaser shall advise Seller, in writing within ten (10) days after discovery thereof. Then, only after acceptance by Seller that such return is potentially warranted, Purchaser shall return said equipment, transportation prepaid, to the Seller, provided such return is timely and within the warranty period. This warranty and liability of the Seller is expressly limited solely to replacement or repair of defective parts or goods, and return, at Purchaser's expense, to Purchaser after finding by Seller the product was defective prior to shipment.

12. Cancellation

In case of any contract cancellation by the Purchaser: A 20% penalty of the total contract amount will be levied if cancellation occurs during the 60 days prior to the original expected date of shipment. A 50% penalty of the total contract amount will be levied if cancellation occurs after 60 days and prior to the original expected date of shipment. Cancellation on or after the expected date of shipment is subject to a 100% penalty. In the event Purchaser causes delays, or otherwise materially hampers or interrupts the Seller's manufacture, shipment or installation of equipment, parts or products, the Seller may terminate the sales contract and Purchaser shall pay the Seller the applicable cancellation charges set forth above.

13. Design Protection

No rights in designs, trade names, trademarks, and copyrights of merchandise delivered hereunder shall pass to Purchaser and Purchaser agrees not to reproduce or simulate or cause or knowingly allow to be used, reproduced or simulated, either directly or indirectly, such designs, trade names, trademarks and copyrights.

14. Waiver

The failure of either Seller or Purchaser to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of the right or excuse any subsequent nonperformance of any such term or condition by the other party.

15. Severability

If any portion of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unreasonable term shall be undefined, or a new enforceable term provided, such that the intent of the Seller and Purchaser in agreeing to the provisions of these Terms and Conditions shall be enforceable to the fullest extent of the applicable laws.

16. Complete Agreement

These terms and conditions, together with any other terms and conditions that the Seller publishes or makes available to Purchaser (i) on an invoice or a packing slip, (ii) on any document including, without limitation, those involving extension of credit by Seller, or export of products, represent the entire agreement between the parties and shall supersede all written statements, agreements, and understandings between the Seller and Purchaser pertaining to the subject matter of this agreement.

17. Assignment

Purchaser shall not assign any order, any interest therein, or this order without the prior written consent of the Seller. Any actual or attempted assignment without the Seller's prior written consent shall entitle Seller to cancel such order or to terminate this agreement upon notice to Purchaser.

18. Governing Law

These Terms and Conditions shall be governed by the laws of the State of Arizona, United States, including its provisions of the Uniform Commercial Code, but excluding its conflict of law rules. Notwithstanding the foregoing, any legal action by Purchaser with respect to any transaction must be commenced within one year after the cause of the action has arisen.

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