



The “Buyer” means Caliber Sales Engineering.

The “Supplier” means the person, firm or company to whom the Buyer’s Purchase Order is issued.

These Terms and Conditions form the contract between the Buyer and the Supplier and the expression “Purchase Order” shall include but not be limited to orders for new materials, overhauled materials, repairs, evaluations or services of whatsoever nature and shall include documents issued to Suppliers entitled “Repair Order”, “Evaluation Order”, “BER Order” or “Scrap Order” as well as those entitled “Purchase Order”.

General

The Supplier’s acceptance of the Purchase Order includes the acceptance of the following Terms and Conditions. No purported acceptance which is subject to or accompanied by terms and conditions differing from or additional to these conditions shall take effect as an acceptance of the Purchase Order but shall be treated for all purposes as a counter-offer by the Supplier.

The Supplier shall manufacture or supply and deliver all the equipment and materials and perform all the work defined in the Purchase Order strictly in accordance with the specifications and drawings furnished or approved by the Buyer.

All equipment and materials shall be new (unless otherwise specified) and shall be designed and manufactured in accordance with the Standards and Codes of Practice detailed in the specification. Where no standards or codes are specified, the materials and workmanship shall be in accordance with best practice in the industry concerned.

The said equipment, materials and work shall be complete in all respects (except in matters expressly excluded by the Purchase Order or specification).

All information and documentary material disclosed by the Buyer about the Purchase Order is the property of the Buyer and is confidential and shall not be disclosed to or used by any employee of

Jeera Tower #1 | Office 132 | 10th Floor | Bldg. 683 | Road 2811 | Block 428 | Seef District | Manama | Kingdom of Bahrain | www.calibersales.me Tel : (+973) 1756 0922 Fax: (+973) 1756 0940



the Supplier or any third party except as may be necessary for the performance of the work under the Purchase Order and then only in accordance with these Terms and Conditions.

Shelf Life controlled material shall be delivered to the buyer with no less than 80% or more of shelf life time remaining. Certification of the Shelf Life shall be provided for each batch.

Warranty

By accepting the Purchase Order the Supplier warrants as follows:

New Items or Spare Parts: The Supplier warrants that all new items or spare parts supplied by, or on behalf of, the Supplier shall be free from defects in material and workmanship. This warranty shall apply for twelve (12) months after first use or two (2) years from date of delivery, whichever occurs first.

Repair and Overhaul: The Supplier warrants that all items repaired by or overhauled by, or on behalf of, the Supplier shall be free from defects in material and workmanship. This warranty shall apply for five hundred (500) flying hours or twelve (12) months from the date of delivery whichever occurs first.

Should the Buyer report a defect within the warranty period the Supplier shall repair or replace the item free of charge. A replacement must have at least the equivalent specified performance and life of the item it replaces.

The Supplier guarantees to rectify the defect or provide a replacement within thirty (30) days, unless granted a written extension to this period by the Buyer. The Buyer will give notice to the Supplier of the discovery of a defect and will return the defective item, if so requested by the Supplier, within thirty (30) days of receiving such a request.

In the event of a breach of warranty all costs incidental to the rectification thereof shall be borne by the Supplier. Should the Supplier fail promptly to rectify the breach of warranty in accordance with the Buyer's written notice, the Buyer may perform, or cause to be performed, the necessary rework or replacement of the items entirely at the Supplier's expense.

Required Documents and Conformity

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A Certificate of Origin (COO) and a Certificate of Conformance (CoC), issued by the Supplier's quality control department are required for all goods and services specified by the Purchase Order.

All goods and services supplied in accordance with the Purchase Order shall be in full current conformity with Military or OEM specifications as applicable or with established commercial standards or as agreed in writing by the Buyer.

The Supplier shall submit all documents, certificates and drawings requested by the Buyer.

If goods or services supplied under the Purchase Order are deficient in any way or if the quantity supplied is less than that ordered, the Buyer shall issue a Discrepancy Report to the Supplier requiring that the deficiency or shortfall be rectified within the period stated on the Discrepancy Report.

The Supplier shall guarantee and be responsible for the professional quality, timeliness, co-ordination and completion of the work. The Supplier is hereby given notice for the purposes of establishing liability hereunder that the Buyer will rely upon such quality, timeliness, co-ordination and completeness in assessing the Supplier's performance under the Purchase Order.

Packing and Packaging of Shipment

The Supplier shall pack each order individually. Packaging must be suitable for inspection, storage and export according the material being shipped.

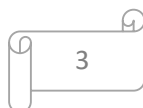
In the event that the Supplier fails to comply with these instructions, it will be the responsibility of the Supplier to correct any deficiencies or to replace damaged items as required by the Buyer and all associated costs including transport costs shall be borne by the Supplier

Unless otherwise instructed the Supplier is responsible for the transportation of items to the point of delivery specified by the Purchase Order. The Supplier shall be responsible for any and all damage or discrepancies found on delivery.

Delivery

The Buyer is to be informed immediately if the Supplier is or expects to be unable to meet the specified delivery date. The Buyer at its sole discretion and without prejudice to any other of its rights

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or privileges may accept the delay, with or without invoking penalties, or may cancel the order without liability.

Whenever the Supplier fails to deliver items or material within the agreed delivery date, the Buyer reserves the right to cancel the Purchase Order without cost to the Buyer.

Should the Supplier fail to supply the goods or services specified by the Purchase Order, or fail to perform the repair and overhaul work in accordance with these Terms and Conditions, the Buyer shall have the right to impose upon the Supplier a penalty of one percent (1%) per week or part thereof on the value of the delinquent part or service, unless the delay is caused by Force Majeure.

Delivery of material must be made for the complete quantity per line item as stated on the purchase order. Short or partial shipments of material are not acceptable unless prior arrangements and agreement by the Buyer.

Cancellation of Orders

The Buyer shall be entitled to cancel orders, either in full or in part, but shall endeavor to notify the Supplier in writing at the earliest possible time.

The Supplier shall be entitled to a refund from the Buyer for all reasonable costs already incurred at the time of cancellation in connection with the procurement or reworking of cancelled orders.

Payment

Payment to the Supplier will be on an account basis only with a credit period of at least thirty (30) days from date of final invoice, unless otherwise agreed in writing. Under no circumstances will payment be made on a "Cash on Delivery" basis and when pro forma invoices are agreed a final invoice must be provided.

Goods and services for which Discrepancy Report actions are outstanding shall not be paid for until the deficiency or shortfall has been made good by the Supplier. Any costs incurred by the Buyer in



issuing a Discrepancy Report including but not limited to freight costs shall be deducted by the Buyer from the amount otherwise due to the Supplier.

Determination

The Buyer shall have the absolute right to determine the contract or any sub-contract represented by or forming part of the Purchase Order without notice and without assigning reasons therefore if in the sole opinion of the Buyer the Supplier or any of the Suppliers' sub-contractors is not performing or is not properly performing his duties and responsibilities under that contract. The Buyer shall not be responsible for any costs or delays resulting from the determination of the contract or any sub-contract thereunder. In the event of determination of the contract the Supplier shall at the sole discretion of the Buyer be entitled to payment for work performed satisfactorily up to the point of determination.

Interpretation and Law

This contract shall be governed by laws of Florida, USA .

ADDITIONAL CONDITIONS FOR INSPECTION, REPAIR, MODIFICATION, REFURBISHMENT, OVERHAUL, TEST AND CALIBRATION WORK

“**Assets**” means any item delivered to the Supplier by or on behalf of the Buyer.

These Further Conditions are in addition to Caliber Sales Engineering's Terms and Conditions of Purchase and to all other warranties, guarantees, rights and remedies provided by or arising from the Purchase Order or by operation of law.

Physical Security and Management of Assets

The Supplier shall permit the Buyer reasonable access to the Supplier's premises for the purposes of reviewing inventories and the Supplier's management thereof.

Whilst assets delivered to the Supplier are in his possession he shall be fully responsible for their security whether or not those assets are the property of the Buyer.



Assets delivered under the Purchase Order shall be kept separate from the property of other customers and the Supplier will be accountable for such assets at all times.

The Supplier shall employ a system for tracking and identifying all assets delivered to it under the Purchase Order at any point in the repair process.

Subject to the Buyer's approval but at no additional cost to the Buyer the final disposition of an asset may include scrapping, sale or such other disposition as the Buyer may direct. The proceeds if any from such disposition shall, subject to the deduction by the Supplier of his reasonable costs, be credited to the Buyer's account with the Supplier.

Work Turn-around Times

Turn-around Time (TAT) is defined as the number of calendar days from the date the asset is delivered to the Supplier's facility until the asset is delivered to the address specified by the Purchase Order. Maximum TAT for work or rework shall not, without the prior written consent of the Buyer, exceed fifty (50) calendar days from date of delivery to the Supplier or from issuance of a Purchase Order to the Supplier whichever is later.

The Supplier shall endeavor to expedite priority requirements identified by the Buyer and to turn-around such work in the shortest possible time.

Late delivery penalties of 10% of the repair cost may be imposed for items that are not delivered within the maximum TAT. Delays previously approved in writing by the Buyer or caused by Force Majeure will be subtracted from the actual TAT. Such delays will not be accepted unless fully documented by the Supplier.

Manufacture and Supply of Parts and Materials

The Supplier shall provide and utilize a quality control system equivalent to military or the best commercial standards.

The Supplier shall repair items during the process of work or rework to the maximum possible extent. Parts that are condemned or scrapped are to be replaced with remanufactured parts whenever possible. Remanufactured parts are to carry a warranty equal to the new part warranty or in accordance with the warranty requirements, whichever is greater. All parts and materials used in



work or rework processes or supplied under the Purchase Order are to be OEM spares or the OEM's approved or certified spares.

Component Testing

All items should be tested in accordance with the manufacturer's Technical Manuals or applicable Technical Orders. The Buyer has the right to be given reasonable notice when such tests are to be made and to be present during testing.

In the event that an item fails a test or is damaged during testing then any additional labor, parts, consumables, tests and other expenditures shall be the sole responsibility of, and borne by, the Supplier.

Inspections and Acceptance

Acceptance tests of new and repaired items shall be performed by experts of the Supplier prior to the issuance by the Supplier of a Certificate of Conformance signed by an authorized official of the Supplier's Quality Department.

Technical Publication Compliance

The Supplier is responsible for ensuring that all maintenance actions of whatsoever nature are performed in accordance with the manufacturer's latest and current repair and overhaul manuals or military equivalent manuals.