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	Supplier Terms and Conditions		

Terms And Conditions

The following Terms and Conditions of Sale (which were set forth in our Quotation, if any, to Buyer) shall be the only Terms and Conditions applicable to the agreement between 3D Aerostructures, Incorporated (3D Aerostructures) and Buyer resulting from 3D Aerostructures acceptance of Buyer's order (the "Sales Contract"), and shall apply to the order regardless of anything which may appear on Buyer's purchase order. Buyer's assent to the Terms and Conditions of Sale set forth herein and on the reverse side hereof shall be conclusively presumed from Buyer's failure to object in writing and from Buyer's acceptance of all or any part of the products ordered. This Sales Contract constitutes the entire agreement between the parties and all prior and contemporaneous negotiations, understandings, and agreements, whether oral or in written, are merged herein and the rights and obligations of the parties shall be as set forth herein.

1. Prices are F.O.B. 3D Aerostructures, plant of manufacturer unless otherwise specified. Prices are shown herein and are subject to change without notice. Purchase prices are stated in United States Dollars and payment shall be in United States Currency. Invoice terms are net 30 days unless otherwise specified. 3D Aerostructures reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved.
2. Prices do not include sales, use, excise or any similar tax. Any tax or other government charge upon the production, sales, shipment or use of the product which 3D Aerostructures is required to pay or collect from Buyer shall be paid by Buyer to 3D Aerostructures unless Buyer furnishes 3D Aerostructures with a tax exemption certificate acceptable to the applicable taxing authority. Buyer shall be responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the United States.
3. 3D Aerostructures will ship in accordance with instructions supplied by Buyer, but if Buyer fails to furnish such instructions, 3D Aerostructures will select what is, in its opinion, the most satisfactory routing for the shipment. If Buyer is to pick up products and has not done so within seven days of notification that they are ready for shipment, 3D Aerostructures may ship the products commercial carrier (best way). Title to and risk of loss for the products pass to Buyer upon delivery to carrier. Any prepayments by 3D Aerostructures of freight charges shall be for the account of Buyer and shall be paid by Buyer with and in addition to the purchase price.
4. 3D Aerostructures reserves the right to start production and commit funds to meet Buyer's delivery date based on conditions in 3D Aerostructures's plant and lead time required by 3D Aerostructures suppliers. In the event of default, breach, or cancellation by Buyer, Buyer shall be responsible for any losses resulting to 3D Aerostructures there from.

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5. Shipping dates are given to the best of 3D Aerostructures knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer. 3D Aerostructures will, in good faith, endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or any damage arising there from. Furthermore, 3D Aerostructures shall not be liable for any delay or any damage arising there from. Furthermore, 3D Aerostructures shall not be liable for any failure to perform its obligations under this Sales Contract resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond 3D Aerostructures reasonable control whether similar or dissimilar to the foregoing.
6. Buyer's order may not be modified or rescinded except in writing signed by 3D Aerostructures and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between 3D Aerostructures and Buyer, shall pay termination charges based upon costs incurred by 3D Aerostructures as determined by accepted accounting principles plus a reasonable profit Furthermore any products scheduled for completion within (30) days of Buyer's request for termination or rescheduling will be accepted and paid for in full by Buyer.
7. Should 3D Aerostructures be prevented from completing this Sales contract or any part thereof because of any rule, regulation or order of the Federal government or any State government or of any Federal or State commission body or authority having jurisdiction, then Buyer agrees promptly, upon request and upon receipt of invoice thereof, to pay to 3D Aerostructures for any product or products then completed or in process an amount to be determined by 3D Aerostructures and representing its proportionate price of the products so completed or in process.
8. **DISCLAIMER OF ANY WARRANTY:**

Buyer acknowledges that it is purchasing products from 3D AEROSTRUCTURES in 3D AEROSTRUCTURES's capacity as a manufacturer of such products. Buyer acknowledges that 3D AEROSTRUCTURES makes no warranties on its own behalf whether express, implied or statutory, including, but not by way of limitation, any warranty of merchantability, fitness for a particular purpose, course of dealing, course of performance or usage of trade.

WARRANTY ALL OTHER PARTS

The items are sold "As is, Where Is and without warranty of fitness for a particular purpose, or merchantability, or any other warranty, guarantee, or representation of any kind, whether express or implied.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT

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BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Notwithstanding the foregoing, 3D Aerostructures hereby assigns Buyer any assignable warranties or applicable rights 3D Aerostructures may have as a seller of the item, without liability of any kind, to Buyer on any such warranty.

9. **3D Aerostructures accepts your purchase order only if you agree that your purchase order for items listed may not be, rescheduled without prior written consent and none of the items may be returned to 3D Aerostructures for any reason except in accordance with any applicable warranty.** Any material returned (RMA) will be subject to a minimum 25% restocking fee. It is specifically understood and agreed that the title to all parts and materials listed or included on this invoice shall remain in 3D Aerostructures, Inc. until full payment of same has been received and good funds have cleared the bank. The Buyer agrees to pay all costs of collection, including but not limited to a reasonable attorney's fee, in the event it becomes necessary for 3D Aerostructures to enforce the terms of this Agreement.
10. It is the Buyer's responsibility to obtain a valid export license for this material from the Dept. of State or the Dept. of Commerce if so required under the applicable U.S. Government Export Control Regulations. This material is not to be shipped to any country that has an embargo placed on it by the U.S. Government.
11. **INDEMNIFICATION:** After receipt and acceptance of materials, Buyer agrees to indemnify and hold harmless Seller, 3D Aerostructures, Inc., and its respective officers, directors and employees from and against any and all claims, liability, loss, damage or expense, including all counsel fees arising from or by reason of any injury or death allegedly caused by the use, sale, transfer or alteration of the goods furnished hereunder; any damage to or destruction of any property or injury to any person or persons caused by any act or omission, whether negligent or otherwise, of Buyer or of any employee, subcontractor, workman, servant or agent employed by Buyer. Such obligation of Buyer shall survive acceptance of the goods and payment therefore of the Buyer. In the event Buyer claims that 3D Aerostructures has breached any of its obligations under the Sales Contract, whether of warranty or otherwise, 3D Aerostructures may request the return of the products and tender to the Buyer the purchase price theretofore paid by Buyer and, in such event, 3D Aerostructures, shall have no further obligation under the Sales Contract except to refund such purchase price upon redelivery of the products. If 3D Aerostructures so requests the return of the products, the products shall be redelivered to 3D Aerostructures in accordance with 3D Aerostructures instructions at 3D Aerostructures expense.

THE REMEDIES PROVIDED FOR IN THIS AND THE PRECEDING PARAGRAPHS SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST 3D AEROSTRUCTURES FOR BREACH OF ANY OF 3D AEROSTRUCTURES'S OBLIGATIONS UNDER THE SALES CONTRACT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.


IN NO EVENT SHALL 3D AEROSTRUCTURES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES NOR SHALL 3D AEROSTRUCTURES'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS SALES CONTRACT

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OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.

12. In the event any product to be furnished under this Sales Contract is to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer. Buyer agrees to hold 3D Aerostructures harmless from any and all damages, costs and expenses relating to any claim arising from the design, manufacture or use of the product or arising from a claim that such product furnished to Buyer by 3D Aerostructures, or the use thereof, infringes any Letters Patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against 3D Aerostructures brought upon such claim or claims. In the event any product to be furnished under this sales contract is not to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer, but rather is the design of 3D Aerostructures, 3D Aerostructures agrees to hold harmless Buyer and its customers against any damage awarded by a court of final jurisdiction in any suit or suits for the infringement of any United States Letters Patent by reason of the sale or use of such product furnished by 3D Aerostructures under this Sales Contract. The foregoing undertaking shall not apply unless 3D Aerostructures shall have been informed as soon as practicable by Buyer of the charge or suit alleging such infringement and shall have been given the opportunity to take over the defense thereof, and further, such undertaking shall not apply if (i) the claimed infringement is settled without the consent of 3D Aerostructures unless required by a final unappealable decree of a court of competent jurisdiction, or (ii) the infringement results from the use of a product delivered under this Sales Contract in combination with a product not delivered hereunder where such infringement would not have occurred from the use of the product alone delivered hereunder.
13. 3D Aerostructures reserves the right to make changes in the design of its products at any time without incurring any obligation to make equivalent changes in products previously manufactured or shipped. All tooling used to produce the product to be furnished under this Sales Contract is the property of 3D Aerostructures unless specifically noted and agreed upon otherwise in writing by both parties.
14. End items and/or spare parts shall be packed and packaged in accordance with commercial practices for one-way shipment by air and/or surface transportation. 3D Aerostructures is not liable for any harm that comes to the product during shipment, if the product was packaged in accordance with commercially reasonable practices.

This Sales Contract shall be governed by the Uniform Commercial Code as adopted in the State of California, as effective and in force on the date hereof. Wherever a term defined by said Uniform Commercial Code is used herein, the definition contained in the Uniform Commercial Code is to control.

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No action for breach of sale, this Sales Contract or any covenant or warranty arising there from, shall be brought more than one year after the cause of action has accrued.

Any lawsuit to enforce the terms of this contract shall be brought in Los Angeles County, CA and controlled by California law. The prevailing party in any such lawsuit shall be entitled to recover its reasonable attorney fees.

15. Information for External Suppliers. 3D Aerostructures will communicate to external providers our requirements for:

- Depending on type of supplier, 3D Aerostructures may require implementation of a Quality Management System.
- Notifying 3D Aerostructures of Non-Conforming processes, products or services and obtaining approval for disposition from 3D Aerostructures.
- Flow down of applicable customer requirements and use of customer approved sources when applicable.
- Providing test specimens for design approval, inspection/verification, investigation or auditing purposes.
- Retainment of documented information and will provide retention periods and disposition requirements for up to 10 years.
- Prevention regarding the use of counterfeit parts.
- External Supplier will also allow the right of access to 3D Aerostructures for their customer and regulatory authorities to applicable areas of the facility and all documented information at any and all levels of the supply chain.
- Supplier employees are made aware of their contribution to service conformity, product safety and the importance of ethical behavior.