

Terms and Conditions

GENERAL

1. Products (hereinafter referred to as "**Parts**", provided that such definition of Parts shall include the relevant Trace (as defined below)) are those products specified on the website www.rdoaeroprocurement.com ("**Website**"), or where such Parts are not specified on the Website as specified in other written communications of the Company (as defined below).
2. Parts are sold and supplied by RDO Aeroprocurement LLC (the "**Company**") to the person, being a business, (the "**Customer**") who submits to the Company a purchase order for the Parts (via the Website if appropriate, or otherwise by email, fax or post) (the "**Order**") which is accepted in writing by the Company. The contract between the Company and the Customer for the sale and purchase of Parts (the "**Contract**") shall exclusively comprise the Company's written quotation for the Parts (if applicable), the Company's written acceptance of the Order, the Privacy Policy (defined in Clause 34 below), these standard terms and conditions (the "**Conditions**") and any supplementary sale terms provided by the Company to the Customer and expressly designated as such by the Company ("**Supplementary Sales Terms**").

BASIS OF CONTRACT

3. The Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. Each Order for Parts constitutes an offer by the Customer to purchase the Parts in accordance with these Conditions. The Customer shall ensure that the terms of the Order are complete and accurate (including without limitation in respect of payment details). The Order shall record whether the Parts are to be provided by the Company Ex Works ("**EXW**") or Delivery at Place ("**DAP**") (INCOTERMS 2010). The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on any Company website (including the Website) are issued or published for the sole purpose of giving an approximate idea of the Parts described in them. They shall not form part of the Contract or any other contract between the Supplier and the Customer for the sale of the Parts.
5. A quotation for the Parts given by the Company shall not constitute an offer. A quotation shall only be valid for a period of thirty days from its date of issue. Where the Customer receives a quotation from the Website, such quotation shall only apply to Orders made through the website by the Customer.
6. The Company reserves the right to supply the Parts under a Contract subject to stock availability. The Company shall not be liable for non-supply of Parts to the Customer in the event that they are not available. The Company will inform the Customer of the non-availability of any Parts ordered under a Contract within a reasonable time. The Company may elect not to supply Parts to the Customer where the Company reasonably believes that the supply of such

Parts may breach export regulations including without limitation the provisions of the United States International Traffic in Arms Regulations ("**ITAR**"). The Customer agrees and accepts that (i) where low value / high volume Parts are Ordered (for example, an Order for standard hardware), the Company reserves the right to use scales and/or other measuring devices to count and measure the quantity of Parts required to satisfy that Order ("**Bulk Order Measurement**"); (ii) where the Company undertakes Bulk Order Measurement, a tolerance of plus or minus 2 percent difference between the quantity of Parts Ordered and invoiced and the quantity actually supplied will be acceptable; and (iii) if the Customer can demonstrate that the quantity of Parts supplied is less than that ordered or invoiced, the Company shall, at its sole discretion, provide a pro-rata refund of any amounts paid for such Parts by the Customer or supply the short-fall in Parts to the Customer.

7. The Customer shall ensure that each Order is accompanied by such documentation as is required by the Company from time to time.

PRICE AND PAYMENT

8. The price of the Parts shall, subject to any Supplementary Sales Terms, be the price set out (i) on the Website or otherwise (ii) in the Company's written quotation for the Parts.

9. Subject to the remainder of this Clause 9, the price of the Parts is exclusive of amounts of any taxes, duties, levies, import or export charges or similar charges (including but not limited to any sales tax, goods tax, services tax, value added tax or other tax or tax penalty on sales or consumption of goods or services ("**Sales Tax**") (if applicable)) payable in connection with the sale, collection, or use after collection of the Parts or otherwise with the Contract, all of which the Customer shall bear and, upon demand pay to the Company. Where the Parts are to be provided by the Company DAP, the Company shall bear the costs of meeting the customs formalities necessary for export of the Parts and all duties, taxes and other charges payable upon export of the Parts.

10. The price of the Parts and any Sales Tax (if applicable) shall become due and payable by the Customer when the Company issues a written acceptance of the Order, and unless otherwise agreed in writing the Company shall take payment from the Customer prior to collection of the Parts.

11. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. If the Customer fails to make any payment due under the Contract by the due date for payment ("**Due Date**"), then, without limiting the Company's other remedies, the Customer shall pay interest on the overdue amount at the rate of 5% per annum and any reasonable costs incurred by the Company as a direct result of recovering and collecting the overdue amount ("**Overdue Payment Costs**"). Interest shall accrue on a daily basis after the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the Overdue Payment Costs together with the overdue amount.

12. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

WARRANTIES, REFUNDS AND REPLACEMENTS

13. If the Customer gives notice in writing to the Company, within fourteen days of collection of the Parts (where the Parts are provided by the Company EXW) or delivery of the Parts (where the Parts are provided to the Company DAP) (or such time as expressly specified in the Supplementary Sales Terms) (the "**Inspection Period**"), that some or all of the Parts are defective or that some or all of the Parts are not the Parts ordered ("**Non Conforming Parts**"), the Company shall, at its option, repair or replace the Parts which are the subject of the Customer's notice or refund the price of those Parts in full. Where the Company elects to repair, replace or refund the Parts, the Customer shall, at the Company's sole discretion: (i) at the Customer's expense return the Parts (together with the original Trace (as defined below)) to: (a) where the Parts are provided by the Company EXW, the location set out in the Company's written confirmation of collection (the "**Collection Location**"), or (b) where the Parts are provided by the Company DAP, the delivery location set out the Order (the "**Delivery Location**") in the condition in which they were delivered to the Customer and appropriately packaged for transport in the same manner as when they were delivered to the Customer; or (ii) at the Customer's expense destroy the Non Conforming Parts and provide such proof of their destruction as the Company shall specify. If the Customer cancels an Order or stock reservation (in whole or in part) or returns Parts to the Company other than in accordance with this Clause 13 (in which case the Company must first consent in writing to such cancellation or return), the Company shall be entitled to charge the Customer a restocking fee equal to 10% of the value of Order / stock reservation (or part-Order / stock reservation) cancelled or the Parts returned.

14. Where the Customer has notified the Company before the expiry of the Inspection Period that the Parts are Non Conforming Parts, the Company may inspect the Parts at the Customer's premises to determine whether the Parts are Non Conforming Parts. If the Customer fails to provide the Company with appropriate inspection facilities in a reasonable time the Parts shall be deemed to be accepted by the Customer and the Company shall have no obligation to the Customer under Clause 13.

15. All warranties, representations, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

16. These Conditions shall apply to any repaired or replacement Parts supplied by the Company.

COLLECTION OF GOODS

17. Any dates or times quoted for collection, delivery, availability or order priority (including on the Website) are approximate only, and the Company's obligation to meet such timeframes is one of reasonable endeavors only. The time of collection, delivery, availability or order priority is not of the essence.

18. Where the Parts are provided by the Company EXW, the Company shall notify the Customer in writing that the Parts are ready for collection from the Collection Location ("**Collection Notification**").

The Customer shall collect the Parts from the Collection Location within 5 working days of the date set out in the Collection Notification. Without limitation to the foregoing, the Customer shall reimburse the Company for any costs incurred by the Company related to the transport or

delivery of the Parts from the Collection Location.

19. Where the Parts are provided by the Company DAP, the Company shall deliver the Parts, cleared for export, to the Delivery Location on board the transport conveyance available for unloading by the Customer. The Company shall notify the Customer in writing that the Parts have been delivered to the Delivery Location ("**Delivery Notification**"). The Customer shall be responsible for unloading the Parts once delivered. The Company will provide to the Customer all export documentation necessary for the Customer to arrange customs clearance of the Parts at the Delivery Location.

20. Where the Parts are to be provided by the Company EXW for collection in Miami, proof of export does not need to be provided by the Customer to the Company but the Customer acknowledges and agrees that the Company shall, except as expressly set out in these Conditions, have no ongoing obligations to the Customer in respect of the Parts and any subsequent export and/or import thereof.

DESCRIPTIONS AND SPECIFICATION

21. The Company's packaging of the Parts supplied to the Customer is in accordance with ATA300.

22. All Parts will be sold with trace history certification for a particular item or batch of Parts ("**Trace**") unique to the relevant item or batch, and in collecting the Parts in accordance with the Contract, (unless the Customer notifies the Company otherwise within the Inspection Period) the Customer shall, subject to Clause 13, be deemed to have accepted that each item of Parts is collected complete with the corresponding Trace and the Customer shall not after the Inspection Period raise any claims against the Company that the Trace is incorrect.

RETENTION OF TITLE

23. The risk in the Parts shall pass to the Customer at the date that the Collection Notification is sent by the Company to the Customer. (where the Parts are supplied to the Customer EXW) or at the date that the Delivery Notification is sent by the Company to the Customer (where the Parts are supplied to the Customer DAP)

24. Title to the Parts shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for: (i) the Parts; and (ii) all other sums which are or which become due to the Company.

CUSTOMER OBLIGATIONS

25. The Customer grants the Company and its agents and employees an irrevocable license at any time to enter any premises where the Parts are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated (for example due to non-payment), to recover them.

26. The Customer warrants and undertakes with the Company (including without limitation the respective members, employees, agents and advisors) that it shall comply with all applicable statutes, by laws, regulations, guidelines, import/export controls and requirements of any government or other competent authority including, for the avoidance of doubt, ITAR, airworthiness and all health and safety legislation relating to the Parts.

27. The Customer warrants and undertakes with the Company that from the time of collection

of the Parts at the latest, the Customer shall, at its own expense, maintain in effect policies of insurance in respect of the Parts against all risks and liabilities (including but not limited to product liability and consequential loss of profits).

28. The Customer accepts and agrees that it shall be its responsibility (at its expense) to apply for and obtain all necessary or appropriate licenses, protection orders, legally required consents, permits and rights to use or have the benefit of the Parts, and undertakes to indemnify and keep indemnified each of the Indemnified Persons against any claim by reason of the infringement of any third party's rights in the course of the sale and purchase set out in the Contract, or in the course of use of the Parts by the Customer in breach of any duty or requirement of whatever kind or howsoever, and whenever arising.

29. The Customer shall indemnify and hold harmless the Company (including without limitation, the Company's respective members, employees, agents and advisors) (the Company together with its respective members, employees, agents and advisors, the "**Indemnified Persons**") against all demands, claims and liability, whether criminal or civil, in contract, tort or otherwise, for losses, damages, legal costs and other expenses of any nature whatsoever, asserted by any third party against or suffered by any of the Indemnified Persons and relating to manufacture, distribution, sale, supply or use of any of the Parts, by or on behalf of the Customer or by any third party, including without limitation, (i) claims based on product liability laws, (ii) claims in breach of Clause 26 of these Conditions, (iii) claims arising out of or in connection with any death or personal injury suffered by any person, and/or (iv) claims relating to the accuracy of any "country of origin" information provided by the Company (notwithstanding the exclusion of representations in Clause 15 of these Conditions).

EXCLUSION OF LIABILITY

30. Nothing in these Conditions or any Contract incorporating them shall limit or exclude a party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any matter in respect of which it would be unlawful for either party or the Administrator to exclude or restrict liability.

31. Subject to Clause 30 the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, breach of export rules including but not limited to ITAR or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract and the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 100% of the price of the Parts.

32. Save in respect of any refunds under Clause 13 of these Conditions, to the extent that the Customer or any third party has any rights or claims arising out of or in connection with these Conditions or the terms of any Contract, they shall not amount to expenses of the administration or disbursements (or any other claim against the estate) whether under paragraph 99 of Schedule B1 of the Insolvency Act 1986, Rule 2.67 (1) of the Insolvency Rules 1986 or otherwise and the Customer expressly agrees to waive such rights.

FORCE MAJEURE

33. Neither party shall be liable for any failure or delay in performing its obligations (excluding the Customer's obligations under Clause 10) under the Contract to the extent that such failure or delay is caused by any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

GENERAL

Privacy Policy

34. The Company processes information about the Customer in accordance with the Company's Privacy Policy, a copy of which is set out on the Website ("**Privacy Policy**")

ASSIGNMENT AND SUBCONTRACTING

35. The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

NOTICES

36. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered office, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working day after transmission. The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

SEVERANCE

37. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

WAIVER

38. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

THIRD PARTY RIGHTS

39. A person who is not a party to the Contract shall not have any rights under or in connection with it, save as provided in Clause 35 of these Conditions.

Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both the Company and the Customer.

GOVERNING LAW AND PLACE OF SALE

40. The sale and transfer of ownership of the Parts to a Customer under the Contract shall only be deemed to take place in Miami, Florida.

41. These Conditions and any Contract in which they are incorporated, shall be governed by and construed in accordance with applicable Federal laws of the United States of America and the laws of the State of Florida. The appropriate Florida Federal or State court shall have exclusive jurisdiction arising out of the Contract or this website. If any of these terms are held invalid or unenforceable, that part will be deemed modified as necessary to make it effective, and the remaining provision of these terms will remain in effect.