



## **GENERAL TERMS AND CONDITIONS OF SALE**

The following Terms and Conditions of Sale shall apply to the sales of goods or services by **Aerodyne Worldwide, LLC ("A2W")**, its subsidiaries and/or affiliates, pursuant to a Sales Order incorporating these Terms and Conditions of Sale.

### **1. DEFINITIONS**

- (A) For the purposes of these Terms and Conditions of Sale the following terms shall take on the assigned meanings:
  - (i) "Quotation" shall mean a response to Buyer's request for quotation/proposal;
  - (ii) "Terms of Sale" shall mean the Order and these A2W Terms and Conditions of Sale collectively;
  - (iii) "Seller" shall mean A2W; and
  - (iv) "Buyer" shall mean the party identified on the Order as the Buyer.

### **2. CRITICAL PROVISIONS**

- (A) These Terms of Sale will constitute the entire agreement and understanding between the parties with respect to the goods or services covered by these Terms of Sale, unless a written agreement expressly referring to these Terms of Sale expressly modifies or supplements these Terms of Sale is signed by Seller and Buyer.
- (B) Buyer's acceptance is limited to these Terms of Sale and any additional terms stated on the Quotation.
- (C) If any terms or conditions of these Terms of Sale conflict with any other terms and conditions expressly stated by the Seller within the Quotation, the terms and conditions of the Quotation issued by Seller shall prevail and govern.
- (D) All previous or concurrent negotiations and agreements with respect to the goods and services covered by these Terms of Sale are superseded by these Terms of Sale.
- (E) Seller rejects any additional or inconsistent terms and conditions offered by Buyer at any time, whether or not such terms or conditions materially alter these Terms of Purchase and regardless of Buyer's acceptance of or payment for Seller's goods or services.
- (F) These Terms of Sale shall be deemed accepted by Buyer upon the issuance of their Purchase Order, receipt of goods delivered, or by any other expression of acceptance by Buyer.
- (G) Any changes to the contract shall require advanced notification and written approval by Seller.

### **3. FORMATION AND TERMINATION OF CONTRACT**

- (A) Unless otherwise stated by the Seller, in writing, quotations are valid for thirty (30) calendar days from the date of issuance.
- (B) Quotations are issued by the Seller pending the availability of the products and/or vendor lead times that are current and valid at the time the Buyer's Purchase Order is received by the Seller.



- (C) Buyer's Purchase Orders must be in writing and are only deemed accepted upon the Seller's issuance of an Order Acknowledgment.
- (D) Absent any specific requirement of the Buyer, that is agreed to in writing by the Seller, the Seller shall have the exclusive right to terminate any contract between itself and the Buyer at any time. If the Seller exercises this right, the Buyer shall hold the Seller harmless for any resulting damages.
- (E) Performance of any contract is complete upon delivery of goods and services as expressly stated within the Quotation.

#### **4. FORCE MAJEURE**

- (A) The Seller reserves the right to invoke this clause if an adverse and unforeseeable event, which occurs outside of the Seller's control, delays or otherwise impairs performance of a contract.
- (B) Such events may include (but are not limited to):
  - (i) acts of God (hurricanes, tropical storms, floods, fires, earthquakes or any other natural or weather-related event); regardless of any official declaration to the fact;
  - (ii) acts of war, terrorism, insurrection or civil unrest/rioting; regardless of any official declaration to the fact;
  - (iii) acts undertaken by any governmental authority (e.g. sanctions, delays at customs);
  - (iv) biological catastrophes, pandemics/epidemics; regardless of any official declaration to the fact;
  - (v) criminal acts in which the seller was a victim or was indirectly harmed (e.g. arson);
  - (vi) strikes or labor disputes;
  - (vii) systemic economic conditions (e.g. labor/material/energy shortages).
- (C) If an adverse and unforeseeable event occurs that impairs performance of a contract, and causes the Seller to invoke this clause, the Buyer shall hold the Seller harmless for any resulting damages.
- (D) The Seller invoking this clause shall not constitute a valid reason to terminate a contract.

#### **5. PRICING, INVOICING, & PAYMENT**

- (A) Prices are always subject to change, especially if an adverse and unforeseeable event occurs in which the Seller must invoke Force Majeure.
- (B) The Buyer is solely responsible for the payment of any and all taxes, tariffs and bank fees/charges. The Seller reserves the right to re-invoice the Buyer should the Seller, at any time, discover any unforeseen taxes, tariffs and/or bank fees/charges.
- (C) Seller shall specify on their invoice the applicable terms of payment. Unless otherwise agreed to in writing by the Seller, no discount shall be awarded to the Buyer for early payment.
- (D) In the event that a Buyer fails to make payment on any outstanding invoice in accordance with the terms of payment, the Seller reserves the exclusive right to withhold delivery, or terminate outright, any outstanding orders. The Seller reserves the same right in the event that the Buyer, at any time, threatens, to withhold payment and/or exceeds their credit limit.



- (E) If the Seller invokes their rights as stated in subpart (D), the Buyer is still expected to make payment for all product shipped to the Buyer prior to the point of withholding delivery and/or termination of a contract.

## **6. PACKAGING, SHIPPING, INCOTERMS & DELIVERY; RISK OF LOSS**

- (A) Absent any specific requirement of the Buyer, that is agreed to in writing by the Seller, all product shall be packaged using industry-standard materials.
- (B) Absent any specific requirement of the Buyer, that is agreed to in writing by the Seller in full or in part, all products are sold under the "Ex-Works" (EXW) as defined in the latest revision of Incoterms as published by the International Chamber of Commerce. The Buyer bears all risk and costs associated with shipping and delivery, including customs tariffs and other fees.
- (C) Seller reserves the right to make partial deliveries at any time prior to the delivery date stated on the Buyer's Purchase Order.
- (D) Partial deliveries made at any time, for whatever reason, prior to, or after, the delivery date stated on the Buyer's Purchase Order shall not constitute a valid reason to terminate a contract.
- (E) Absent any specific requirement of the Buyer, that is agreed to in writing by the Seller, deliveries for certain products are made within a tolerance in terms of quantity. The allowable tolerance shall be within +/- 10% of the quantity ordered versus the quantity delivered. This tolerance applies to the following products:
  - (i) any product measured by length (e.g. meters, feet, yards, etc.)
  - (ii) any product whose per unit weight is less than one (1) gram.

## **7. WARRANTIES, NONCONFORMITIES, & RETURNS**

- (A) The Seller warrants product for one (1) year after the date of delivery in accordance with the following conditions/limitations:
  - (i) any defects or discrepancies that are visually or readily detectable, including with respect to quantities delivered, are not covered under this warranty. It is the Buyer's sole responsibility to inspect all product delivered and report these defects/discrepancies to the Seller within seven (7) calendar days after the date of delivery;
  - (ii) cosmetic defects that do not alter or impair the products' form, fit or function are not covered under this warranty;
  - (iii) defects due to lack of care or maintenance are not covered under this warranty;
  - (iv) defects caused by unauthorized repair or modification, or repairs/modification made contrary to the products' original design are not covered under this warranty;
  - (v) defects due to normal wear and tear are not covered under this warranty;
  - (vi) defects or damage caused by any Force Majeure event (see Clause 4) are not covered under this warranty.
- (B) All warranties are solely granted to the Buyer. The Buyer may not, in any way, assign the Seller's warranty to any party without the express, written consent of the Seller.



- (C) Should any valid defect or nonconformity, not subject to the limitations contained in subpart (A) of this clause, be reported to Seller within the warranty period, the Seller shall have thirty (30) days to review and validate the defect/nonconformity. Seller reserves the right to obtain from the Buyer any and all relevant information and/or data necessary to validate the defect/nonconformity. Buyer's refusal to fully cooperate with the Seller during the validation period will void any and all warranties.
- (D) Should the Seller validate the defect/nonconformity, the Seller shall issue a Return Material Authorization (RMA). The Buyer shall return the product in strict adherence to the instructions laid forth in the RMA, including methods of preservation, packaging and shipping.
- (E) Any return of product not expressly granted under the Seller's RMA shall void any and all warranties. All unauthorized returns shall be sent back to the Buyer at their expense or destroyed at the Seller's discretion, with the Buyer forfeiting any claim for credit and still be liable for any outstanding balance.

#### **8. LEGAL & REGULATORY COMPLIANCE**

- (A) Buyer agrees to comply with applicable Export Laws and Regulations of the United States and further agrees to comply with any and all export laws and regulations regarding the export and transfer of information.
- (B) Buyer further acknowledges that the transfer of aircraft components or information may require an individual validated export license from the U.S. government in order to export, re-export, transship or otherwise provide same to a non-U.S. person (even if such person is in the U.S. at the time of receipt). Such persons include, but are not limited to, employees of either party who are not U.S. citizens and non-U.S. divisions and subsidiaries of either party.
- (C) Buyer shall not export or otherwise transfer such covered components or information to a non-U.S. person without the Seller's prior written permission.

#### **9. JURISDICTION, APPLICABLE LAW, DISPUTES, & ATTORNEYS' FEES**

- (A) These Terms of Sale shall be governed by and construed under the laws of the State of Florida without resort to Florida's conflicts of laws rules.
- (B) Seller and Buyer hereto irrevocably submit to the jurisdiction of the courts of the State of Florida and the Federal courts of the United States of America located in Broward County in the State of Florida, in any action or proceeding arising out of or relating to these Terms of Purchase, or any document or agreement delivered in connection with or in furtherance of these Terms of Sale, and Seller and Buyer hereby irrevocably agree that all claims in respect of any such action or proceeding must be brought and/or defended only in such courts.
- (C) Seller and Buyer irrevocably waive, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (D) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may



- legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.
- (E) The prevailing party in any litigation arising hereunder will be entitled to recover its reasonable costs thereof, including, without limitation, reasonable attorneys' fees and expenses.
  - (F) If Buyer is incorporated outside the United States, to the extent that Buyer or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceeding, or other legal process in any jurisdiction, Buyer for itself and its property does hereby irrevocably and unconditionally waive, and agrees not to assert, plead or claim, any such immunity with respect to its obligations, liabilities or any other matters resulting from or arising under or in connection with these Terms of Sale for the subject matter hereof.
  - (G) Pending the resolution of any dispute hereunder (whether prior to litigation, during litigation or upon appeal), at Seller's option, Buyer shall proceed diligently with performance under these Terms of Sale.

#### **10. CONFIDENTIALITY**

- (A) Except as required by law, the Buyer shall not directly or indirectly disclose (or permit its employees, agents, subcontractors or suppliers to disclose) any and all information supplied by or on behalf of Seller which Seller deems to be confidential, valuable or proprietary or which Buyer should reasonably believe to be confidential, valuable or proprietary to Seller, including, but not limited to, the prices and terms hereof.

#### **11. SEVERABILITY**

- (A) If any part of these Terms of Sale shall be held invalid, illegal and/or unenforceable, it shall be deemed separable and the remainder of these Terms of Sale shall continue in full force and effect, and in lieu of such invalid, illegal and/or unenforceable provision there shall automatically be added as part of these Terms of Sale a provision as similar in terms to such invalid, illegal and/or unenforceable provision as may be possible which is valid, legal and enforceable.
- (B) If Seller deems that any provision automatically added to these Terms of Sale pursuant to the immediately aforementioned sentence adversely affects it, Seller may cancel, amend, and/or waive all, or any part, of these Terms of Sale.