

Pacmet Aerospace, LLC (PMA)– TERMS AND CONDITIONS OF SALE

1. **APPLICABLE TERMS AND CONDITIONS:** Pacmet Aerospace (Seller) and the Buyer named on the reverse side of this sales order and/or invoice ("Agreement") is a contract for the type and quantity of goods and at a price described on the on the reverse side hereof. The purchase price for the goods, freight, and applicable tax will be paid within 30 days of the invoice date unless otherwise specified, in US Dollars at the Sellers address or in such terms as Seller may specify prior to shipment. Seller may apply any payment received from Buyer against any obligation of Buyer to Seller, regardless of any statement appearing on or referring to any check or other form of payment, without discharging Buyer's liability for any other amounts Buyer owes to Seller; and Seller's acceptance of such item shall not be a waiver of Seller's rights to collect any remaining balance. Time of payments is of the essence. Interest charges at the rate of the lesser of the highest rater permitted by law or 1.5% per month shall be charged and payable on past due balances. All items are non-returnable and non-refundable.
2. **Security Interest:** Pacmet Aerospace is hereby granted a purchase money security interest in the goods until payment of the full purchase price. Buyer shall perform all acts which may be necessary to perfect and assure retention of such security interest in the parts sold under this Agreement. If Buyer fails to make any payment of or on account of the purchase price when due, Pacmet Aerospace may, at its option, take exclusive possession of the goods wherever found and remove the goods without legal process, and Buyer shall pay to Pacmet Aerospace removal costs, expenses or cost of repossession and collection, including attorney fees.
3. **Limits of Liability:** Seller warrants all material and products delivered hereunder will conform to the specifications, drawings, samples or other description furnished or specified by Buyer and will be of good material and workmanship and we be free of defects in material and workmanship. If any part is defective in material or workmanship, Seller has the option to either replace or refund such part. All parts submitted for warranty consideration shall be returned to the Seller at Buyer's expense. It is the Buyer's responsibility to inspect the quality of the parts provided by the Seller in a timely manner; any defects need to be reported to the Seller within ninety (90) days of receipt by Buyer. The liability is expressly limited to such replacement. The following warranty is in lieu of all other warranties, obligations and liabilities of the Seller, including, but not limited to: (i) any implied warranty of merchantability or fitness for a particular purpose, (ii) any implied warranty arising from the course of performance, course of dealing or usage or trade, or (iii) any obligation, liability, right, claim or remedy in contract or tort, whether or no arising from Seller's negligence, actual or implied. In no event shall Seller be liable for (i) damage to property, death or bodily injury, (ii) any liability of Buyer to a third party, or (iii) any other direct, indirect, incidental or consequential damages, including, but not limited to: loss of profit or revenue, cost of capital, cost of substitute products, facilities or services, down time costs, or claims of Buyer's customers for such damages. To the extent that Buyer transfers title to the goods sold hereunder to any third party; Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence. In no event shall the Sellers liability for or arising in connection with any part exceed the purchase price of such part. There are no implied warranties of any type and Seller hereby disclaims any implied warranties of merchantability or fitness for any particular purpose.
4. **Taxes and Governmental Authorizations :** In addition to the price for goods delivered under this Agreement, Buyer shall pay to Seller, upon demand, or furnish Seller evidence of exemption therefrom, any taxes, duties, fees, charges or assessments of any nature (but excluding any income taxes), legally assessed or levied by any government authority against Seller or its employees as a result of any sale, delivery, transfer, used, export, import or possession of such goods or otherwise in connection with this Agreement. Buyer shall comply with all applicable provisions of law in connection with goods provided in connection with this Agreement.
5. **HOLD HARMLESS:** Buyer agrees to indemnify Seller and hold Seller harmless against any and all damage, loss, liability, cost or expense that Seller may sustain (including but not limited to, reasonable attorney fees and expenses) resulting from, arising out of, or relating to, directly or indirectly, this Agreement, or Buyers activities or contractual relationships with third parties with respect to this Agreement or the goods and/or services covered hereby; provided however, this indemnity shall not apply to claims caused by gross negligence or willful misconduct of Seller.
6. **SUPERCEDING OR CONFLICTING AGREEMENTS:** This Agreement or any written agreement between Seller and Buyer which have been signed by an authorized representative of Seller are the only terms and conditions applicable to the sale of the goods covered hereby and in lieu of any all terms and conditions appearing on the face or reverse side of any purchase order document submitted by the Buyer; terms and conditions contained in any purchase order which are different from or addition to the terms and conditions of this Agreement shall not be binding on the Seller, whether or not they would materially alter this Agreement, and Seller hereby objects thereto. This agreement supersedes all previous agreements and understandings (and all existing and future purchase orders, agreements or understandings) with respect to the goods and/or services covered hereby, whether written or oral (unless a subsequent written agreement expressly referring to this Agreement expressly modifies the terms hereof). By receiving delivery of the goods with any terms or conditions of any agreement heretofore or concurrently provided by Seller to Buyer or executed by Buyer and Seller that agreement will govern.
7. **General:** This Agreement may not be assigned, modified or cancelled by Buyer without Sellers prior written consent. All notices of any kind under this Agreement shall be effective (i) when delivered (or attempted to be delivered if rejected) by certified mail or overnight courier to the parties' addresses set forth on the reverse side of this Agreement. The failure or delay by Seller to enforce any right under this Agreement shall not be waiver of such right or a waiver of any right or provision under this Agreement, nor will any waiver constitute a continuing waiver. If a court of competent jurisdiction finds any provision of this Agreement or any section hereof unenforceable, the un-enforceability of that provision or any part thereof shall not affect the enforceability of the remaining provisions of this Agreement or such section. Except as required by law, Buyer agrees not to disclose or discuss any information relating hereto (including but not limited to price and terms) with or to any third party without Sellers prior written consent in each instance.
8. **GOVERNING LAW:** This Agreement shall be governed and interpreted in accordance with the laws of the United States without regard to conflicts of law principles hereunder. The courts of Riverside, California have exclusive jurisdiction over any dispute arising under this Agreement and Buyer hereby submits to the jurisdiction of such courts in any proceeding commenced by Buyer against Seller. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its costs including, without limitation, reasonable fees and expenses. If Buyer is organized outside of 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, lawsuit, 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 an such immunity with respect to its obligations, liabilities and other matters resulting from or arising under or in connection with this Agreement for the subject matter hereof. The provision of this Agreement is for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Sellers prior written consent shall be void. No action, whatever its form, which arises out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or in case of action for non-payment, more than two (2) years from the date the last payment was due.
9. **LARGE ORDERS:** All orders more than \$250,000 USD require acknowledgment in writing by Seller signed by an officer of Seller.
10. **APPLICABLE LAW:** This order shall be construed and governed by the laws of the Country of the United States, in the courts of Riverside, California.
11. **ATTORNEY'S FEES:** Any controversy or claim arising out of or relating to this purchase order, or breach thereof, shall be settled by a court action held at Riverside, California in accordance with the laws of California, USA. Reasonable attorney's fees shall be awarded to the prevailing party.