

Payment to Aero Supply USA, herein referred to as "Seller", shall be in the following form: WIRE TRANSFER – C.O.D. – COMPANY CHECK – BANK CHECK – CREDIT CARD – NET TERMS (for approved customers only). All sums due in U.S. Dollars. All orders are subject to a 3% handling fee that will be added to your invoice. We will discount this fee for invoices paid with cash, check, or wire.

WIRE TRANSFERS – This is the preferred method of payment for all overseas accounts. A \$15 fee for incoming wire transfers will be added to the invoice which is our bank's charge to us for processing a wire; the sender is responsible for all wire fees charged by their bank. Once all money has been cleared by our bank, Seller will release the shipments and provide tracking information.

C.O.D. – All C.O.D. orders require a hard copy Purchase Order to be faxed to (727) 754-4920 or emailed to your ASU salesperson. All first time orders require bank, trade and credit references for approval.

CREDIT CARDS – Seller accepts Visa, MasterCard, American Express, and Discover. Please contact your ASU salesperson to request a credit card authorization form to be faxed or emailed to you. Upon Seller receipt of the completed form, Seller will release the shipment and provide tracking information.

NET TERMS – Net terms are for approved customers only. Approval is determined upon receipt of bank, trade and credit references that demonstrate excellent pay history. Net Terms exist only if set forth on the front side of this Invoice. Seller reserves the right to obtain a credit report on Buyer before extending credit.

TERMS AND CONDITIONS OF SALE

- (1) Seller warrants to buyer that for a period of 45 days following the shipment of products to Buyer, the Products will be free from defect in material and workmanship and will function in substantial compliance with the manufacturer's written specifications thereof. Refund of the purchase price will only be authorized in the 30 days following shipment. Any request to return product after 30 days Buyer's exclusive remedy shall, in all cases, be limited, at the Seller's election, to: A) Repair or replacements of the defective products or B) Crediting of the cost of parts against Buyer's future purchases. THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE PRODUCTS. THERE ARE NO RESERVATIONS OR WARRANTIES OF ANY KIND BY THE SELLER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.
- (2) IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME, ALL OF WHICH LIABILITY IS HEREBY DISCLAIMED.
- (3) All Products shall be presumed to be acceptable to Buyer and in full compliance with the warranties made herein unless, within 30 days from the date of shipping, Buyer shall have notified Seller in writing to the contrary. If the product is not performing to manufacturer specs this written notice must be accompanied by test reports from a certified independent testing facility showing evidence of product nonconformance. Any claims for shortage or in transit damage must be made to Seller in writing within 10 days from the date of the invoice. All claims and returns must, moreover, be submitted to Seller's facility using the invoice. All returns must be authorized in advance by Seller on Seller's standard return authorization form. Orders cannot be terminated, cancelled, modified, or shipment deferred after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to reasonable charges for expenses incurred and work executed by Seller or its suppliers. Purchase shall be obligated to accept any portion of the goods shipped or delivered by Seller pending Seller's written approval of cancellation.
- (4) Seller makes no representation concerning patents, trademarks, trade names or service marks (collectively "Patents") of any of Products. Seller's obligation for Patent infringement is expressly limited to any indemnification which Seller's vendor of the Products has agreed in writing to provide to Seller (or by operation of law has deemed to provide to Seller).
- (5) All Products shall be shipped F.O.B. from Seller's facility and shall, except for any claim of lien, Seller returns for non-payment, or other breach of terms, become the property of Buyer upon delivery to the carrier. Buyer shall assume all risk and liability for loss, damage or destruction after delivery to carrier. Prices stated are based on Seller's standard packaging. Seller reserves the right of packaging the Goods in pallets, bulk or individual cartons. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer.
- (6) Seller shall not be liable for any failure or delay in performance of this contract or in the delivery or shipment of Products or for any damages suffered by Buyer by reason of such failure or delay, when such failure or delay is, directly or indirectly, caused by, or in any manner arises from the following: fire, floods, accidents, riots, terrorist activities, acts of God, war, governmental interference of embargoes, strikes, labor difficulties, shortage of labor, fuel, power, material or supplies, transportation delays, delays in deliveries by Seller's vendors or any other cause or causes (whether or not similar in nature to any of those herein specified) beyond the Seller's control.
- (7) Title to the Products shall pass to Buyer upon delivery to the carrier. Buyer agrees, however, that Seller shall retain and Buyer hereby grants to Seller a purchase money lien and security interest in all Products and proceeds thereof, until the purchase price and other charges due to Seller shall have been paid in full. Buyer agrees to execute a financing statement on Seller's behalf or other documents as Seller may request in order to perfect Seller's security interest. Buyer further grants to the Seller the right to execute any financing statement deemed necessary by Seller to perfect its security interest in the Products granted hereunder and to file such financing statements with the appropriate party. Upon any default by Buyer hereunder, Seller shall have all rights and remedies of a secured party under Florida Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.
- (8) Buyer shall be responsible for all reasonable costs and expenses incurred by Seller in the collection of any sums owing by Buyer or in Seller's enforcement of any provision of this Agreement and Seller shall not be obligated to make any further deliveries to Buyer until sums owing by Buyer are paid in full. Such reasonable costs and expenses shall include, but not be limited to, reasonable attorneys' fees and the cost and expenses of litigation, including those incurred pre-trial, at trial, in appellate proceedings and in bankruptcy and creditor's reorganization proceedings. Buyer agrees to pay a delinquency charge of 1-1/2% per month or if such rate shall exceed the maximum rate allowed by applicable law, then a delinquency charge calculated at such maximum rate on the outstanding balance not paid when due, from the date such balances were due until payment with respect thereof is made in full. Any sales, use or similar taxes, export charges, fees or other levies, taxes or surcharges now or hereafter imposed in connection with the production, sale, delivery, use or proceeds of the goods herein specified (except for taxes on seller's net income) shall be payable by Buyer, and if such taxes or fees are paid or are required to be paid by Seller, the amount thereof shall be added to and become part of the price payable by Buyer hereunder, unless Buyer provides Seller with a valid tax exemption.
- (9) Enforcement of this Agreement shall be governed by the Laws of the State of Florida, United States of America. Any court action or proceeding of any nature whatsoever, in law or equity, for damage or otherwise, related to the Agreement shall be instituted only in the Courts of Pinellas County, State of Florida and only such Courts shall have the jurisdiction of any action or proceeding. By acceptance of the Products, Buyer irrevocably consents to the personal jurisdiction of such Courts in connection with any such action or proceeding. Forbearance or failure of Seller to enforce any of the terms and conditions stated herein, or to exercise any right accruing from default of Buyer, shall not affect or impair Seller's rights arising from such defaults; nor shall forbearance or failure be deemed a waiver of Seller's rights in case of any subsequent default of Buyer. If any provision of this Agreement is unenforceable or invalid, this Agreement shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of buyer and Seller provided, however, that buyer may not assign or transfer this contract, in whole or in part, except upon the prior written consent of Seller. If the parties fail to resolve any dispute arising under this Agreement, either party may seek arbitration as follows: (a) By written notice to the other party, submitting the dispute to binding arbitration, each party to bear equally the costs of the arbitration provided, however, that the other party may agree or refuse to participate in such arbitration. (b) If the parties are not successful in resolving the dispute through self-help or one of the parties refuses to participate in arbitration, the dispute shall be resolved by litigation.
- (10) The Invoice and the TERMS AND CONDITIONS shall constitute the entire Agreement between the Seller and Buyer and all prior discussions, communications and written Agreement between the parties and merged herein. If the terms and conditions of this Agreement differ in any way from the terms and conditions of Buyer's own Purchase Order or any other document submitted by Buyer to Seller, the Agreement will be construed as a "counteroffer" and will not be deemed an acceptance of Buyer's terms and conditions which conflict herewith. Buyer's acceptance of the products shall be conclusive presumption that Buyer has accepted all of the terms and conditions of the Agreement. No additional to or modification of any of these terms will be effective unless made in writing and signed by Seller and Buyer. No oral agreements are binding on Seller.

REVISION HISTORY

Revision	Date	Description	Initiated By	Approved By
A	01-30-13	Initial Release	MR – Harmony Keltner	MR - Harmony Keltner