

Terms & Conditions of Sale

Following are the terms and conditions applicable to any sale issued by Flight Works, Inc., which shall remain in effect indefinitely. A new revision to these terms and conditions may be issued without notice at any time. Additional conditions may apply in accordance with requirements as stated on the sales order, invoice or receipt.

- 1. General.** The Seller ("Seller") and the Purchaser ("Buyer") named on the attached transaction form ("Agreement", e.g. estimate, invoice, receipt, etc.) agree that the following terms and conditions apply to the materials, goods and/or products ("Goods") listed on the attached transaction form, or subsequently ordered pursuant to this Agreement.
- 2. Acceptance/Sole Terms.** This order is expressly conditioned upon Buyer's acceptance to foregoing terms. Buyer is hereby put on notice that no terms additional to or deviating from the foregoing terms shall become part of the order, unless and until letter acceptance of such additional or deviating terms, signed by an office of Seller has been issued to Buyer, or as designated on the form describing the Goods. Buyer's placement of an order supplied by, or on behalf of, Seller shall, without limitation, constitute acceptance of Seller's foregoing terms without condition or qualification, and in so doing, Buyer shall have confirmed its express intention to waive any conditions or qualifications on Buyer's acceptance of Seller's offer.
- 3. Payment.** Payment shall be by credit card, check, or wire transfer. Acceptable credit cards are Visa or MasterCard. Unless noted otherwise on transaction form, payment must be received before Goods are shipped. On large or custom orders, if noted on the attached transaction form, a non-refundable 50% deposit may be required upon placement of order for Seller to proceed with order. Balance is due when order is ready to ship. For credit cards, the Buyer's credit card will not be billed until Seller is ready to ship. On orders over \$5,000 USD, a credit card processing fee of 2.5% will be applied. For customers on NET terms, in the event, that payment is not timely made by the due date, in addition to the sum due, there shall be a late payment penalty due in an amount equal to one and a half percent (1.5%) per month (18% annually) after the date due through and including the date paid.
- 4. Price.** Prices stated are subject to change in the event of alterations in specifications, quantities, designs, or delivery schedules. No discount will be allowed unless specifically set forth on the Agreement. Buyer agrees to the payment conditions on Agreement.
- 5. Taxes.** All taxes, excises, customs duties, fees and other charges imposed by any government authority upon the manufacture, sale, transportation, export or import of Goods sold herein shall be paid by Buyer, or if required to be paid by Seller, shall be reimbursed to Seller by Buyer, and any increases after acceptance of order will be added to the Seller's prices.
- 6. Warranty/Remedy.** Seller warrants that at the time of delivery the Goods sold herein shall be free from manufacturing defects in materials and workmanship. In the case of such manufacturing defect, at Seller's option, the Goods will be repaired or replaced, or credit in the amount of the sale price will be issued if the Goods are returned prepaid to seller's warehouse and Seller's subsequent examination reveals the Goods not to be free

from defects in materials and workmanship. The payment of damages instead of the delivery of a replacement or credit in the amount of the sale price is excluded.

Any User Guide provided by Seller for details on handling, setup, operation, etc. is provided for information only. Unless explicitly stated, Seller makes no warranties concerning the suitability of the Goods for a particular application; it is the buyer's responsibility to determine the safety and technical suitability of the component for its application.

- 7. Return Policy.** Goods may be returned from Buyer to Seller under the following conditions:
- a) Return must include a copy of the Returned Materials Authorization (obtained from Seller before return shipment), as well as the original receipt or invoice
 - b) Product shall be returned in its original condition and packaging and shall be untampered with
 - c) Product shall be shipped back within 30 days of original shipping date
 - d) Buyer shall pay all costs associated with shipping, insurance, duty and V.A.T., as applicable
 - e) Returns valued at over \$1,000 are subject to a 25% restocking fee unless waived by Seller

Upon receipt and inspection, credit will be issued according to the policy described above. Flight Works, Inc. reserves the right to deduct return charges (such as duty, taxes, etc.) or to refuse any return not meeting the conditions stated above and shall not be accountable for returned products not meeting the aforementioned conditions.

- 8. Limitation of Liability.** Seller's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for its goods shall be limited to repairing or replacing (at Seller's option) goods found by Seller to be non-conforming, or (at Seller's option) to refunding the purchase price of the non-conforming goods. At Seller's request, Buyer will send (at Buyer's sole expense) any allegedly defective Goods to Seller's plant.
- 9. Disclaimer of Consequential and Incidental Damages.** In no event should Seller be liable for consequential or incidental damages arising out of, or in connection with, this agreement, including, without limitation, breach of any obligation imposed on seller hereunder or in connection herewith. The remedy under the warranty provision is limited to repair or replacement. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit or losses sustained as the result of injury (including death) to any person or loss of, or damage to, property (including, without limitation, property handled or processed by the use of the goods). Buyer shall indemnify Seller against all liability, cost or expense which may be sustained by Seller on account of any such loss, damage or injury.
- 10. Acceptance of Goods.** Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim or shortages of the Goods ninety-six (96) hours after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer.
- 11. Shipping.** Goods shipped internationally are shipped C.I.F. (Seller is not responsible for any duties or taxes related to the shipment).

- 12. Termination, Cancellation and Changes.** Orders cannot be terminated, cancelled or 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. Orders for custom-made material may not be cancelled after Seller has been in production unless Seller agrees in writing.
- 13. Intellectual Property.** The Goods may be protected by patent(s) or patent application(s). Buyer is entitled to use of Goods only and no license under any trade secret or patent is granted or implied for applications other than use without written consent of Seller.
- 14. No Waiver.** 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.
- 15. Severability.** 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.
- 16. Assignment.** 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.
- 17. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, USA, without regard to its conflict of law provisions. All actions or proceedings arising directly or indirectly here from shall be litigated only in the courts of the State of California or United States federal courts located therein and the parties hereby consent to the jurisdiction and venue of such courts.
- 18. Entire Contract.** Upon Seller's acceptance of buyer's order, the terms and provision set forth herein shall constitute the entire agreement between Buyer and Seller and no statement, correspondence, sample or other terms shall modify or affect terms hereof except Seller's written consent signed by an authorized representative.