TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing and signed by an authorized employee of SkyTeam International, Co. the following terms and conditions of sale ("Agreement") apply to all sales of products from SkyTeam International, Co. to Buyer ("Product(s)"). Any different or additional terms and conditions proposed by Buyer in its purchase order, or otherwise, are objected to by SkyTeam International, Co. Buyer’s assent to this Agreement is conclusively presumed from Buyer’s failure to reasonably object in writing and from Buyer’s acceptance of all or part of the Products ordered. This Agreement represents the entire agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are canceled and superseded by this Agreement.

1. PAYMENT. Unless SkyTeam International, Co.’s credit department has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents issued by SkyTeam International, Co. for the Products, payment terms are prepaid in United States currency (USD). SkyTeam International, Co. reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, SkyTeam International, Co. may defer further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer’s order. The buyer agrees to pay interest on all past-due invoices at the highest contractual rate allowable under the laws of the State of Florida.

2. TERMS OF DELIVERY, ACCEPTANCE. Except as otherwise provided herein, SkyTeam International, Co. will deliver the Products by making the Products available to Buyer EXW (Incoterms 2010) SkyTeam International, Co.’s warehouse dock (“Delivery”). Title to, and risk of loss for, Products passes to Buyer upon Delivery. SkyTeam International, Co. is not responsible for loading Products on any collecting vehicle. SkyTeam International, Co. is not responsible for shipping charges and does not provide insurance on the Products. In the event that SkyTeam International, Co. elects to pay for shipping, or offers free shipping from time to time, such action does not impact the passing of title and risk of loss to Buyer, which occurs upon Delivery in all instances. In the event that a supplier drop-ships a Product directly to the Buyer, Buyer agrees that SkyTeam International, Co. will make Delivery of such Products to Buyer EXW (Incoterms 2010) at the supplier’s warehouse dock. By accepting Products at SkyTeam International, Co.’s warehouse dock or at supplier’s warehouse dock, if a drop-ship Product, Buyer agrees that the Products are free of defects, which a reasonably careful inspection would disclose. Products shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air or surface transportation, as appropriate.

3. SHIPPING POLICY. Orders placed before 3 p.m. EDT from Monday-Friday will be shipped the same day to the best of our ability. Orders placed outside of this time will be shipped at the next earliest shipping time. Shipping dates are given at the best of SkyTeam International, Co.’s knowledge-based upon conditions existing at the time the order is placed, and information furnished by Buyer. SkyTeam International, Co. will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay arising from its failure to ship by the estimated shipping date. All orders will include an envelope containing: a signed original 8130-3 or Form 1 airworthiness certificate and teardown (when applicable), SkyTeam ATA 106, and trace to a certificated part 121, 129, 135, 145, Foreign or OEM Source. These documents are GUARANTEED to be inside your package and digital copies are available upon request.

4. RETURN & EXCHANGE POLICY. Returns may be requested within 14 days of sale by SkyTeam International, Co. and must be returned with RMA (Return Material Authorization). Products returned without RMA are not eligible for a refund. Please request an RMA (Return Material Authorization) from your account manager at SkyTeam International prior to return shipment. Any order that is canceled or returned after the original shipment will result in restocking fees up to
25% of the invoiced amount. If an item is returned without RMA, the return will not be accepted, and the invoice will remain open. It is Buyer's responsibility to request the RMA before the 14 days from the sale have passed. If Buyer wishes to request an exchange, contact SkyTeam International, Co to discuss the specific details of the exchange.

5. **WARRANTY POLICY.** Expendable products sold by SkyTeam International, Co. are not covered under any warranty but may be returned subject to terms outlined in section 4. Serviceable components sold by SkyTeam International, Co. are covered under warranty for a 6-month period starting from the date of sale granted the component is certified by a SkyTeam International, Co. 8130-3. Overhauled components sold by SkyTeam International, Co. are covered under warranty for a 12-month period starting from the date of sale granted the component is certified by a SkyTeam International, Co. 8130-3. Products repaired and overhauled by SkyTeam International, Co. is warrantied against defects in material and workmanship for the time period listed above by service provided. This warranty applies to the specific repairs provided and replaced at the time of service. This warranty is not applicable to any product that has failed due to abuse, misuse, improper installation, excessive voltage, or alterations. The warranty may also be voided if SkyTeam International, Co. determines the product has been tampered with, i.e. missing/broken warranty seals or missing/replaced tamper-proof fastener applications. SkyTeam International shall not be liable for any indirect, consequential, special, punitive, or incidental damages incurred and assumes no responsibility for expenses incurred in the installation or removal of its warranted products. Products strictly inspected/tested by SkyTeam International are certified to be within manufacturer tolerance at the time of testing and carry no implied warranty. Products sold by SkyTeam International, Co. and certified by another certificated source fall under the terms of that source’s warranty. In this event, warranty requests must be discussed between SkyTeam International, Co, and Buyer prior to return for warranty evaluation.

6. **GOVERNING LAW, VENUE, LIMITATION OF ACTIONS.** This Agreement is performed in Broward County, Florida and shall be governed by laws of the State of Florida without regard for its conflict of laws rules and specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or proceeding by Buyer against SkyTeam International, Co. with respect to this Agreement will be brought in a court of competent jurisdiction located in Broward County, Florida, USA.