



JALUX AMERICAS, Inc.

Standard Terms and Conditions of Purchase

AMD-TCP-0717

The following JALUX AMERICAS, Inc. Terms and Conditions shall apply to all supplies of Goods and/or Services.

Definitions

"Seller" means a company or person that is selling Goods and/or Services to JALUX AMERICAS in accordance with a Purchase Order.

"Goods" means parts, material, tools, software, drawings, data, manuals or any items that are required to be delivered pursuant to, or in connection with, a Purchase Order.

"Services" means any effort performed by Seller necessary or incidental to the delivery of Goods, including design, engineering, installation, repair and maintenance. The term "Services" shall also include any effort required by a Purchase Order.

General Requirements

All Goods are subject to inspection prior to acceptance. If rejected, Goods will be returned at the Seller's expense.

No alternate part numbers will be accepted without prior written approval.

All As Removed (AR) units are subject to inspection and are guaranteed repairable. Exceptions must be obtained in writing prior to shipment.

Any DER repairs or PMA need to be approved in writing prior to shipment.

The prices set forth in a Purchase Order are all inclusive, including, but not limited to: taxes, the cost of packing, crating, material and delivery to the FOB point. Prices are not subject to revision.

Seller covenants that all Goods shipped by, or at the request of Seller, are in compliance with U.S. and all applicable laws of any jurisdiction through which the Goods are shipped.

Any deviation from these terms must be approved in writing prior to shipment.

Documentation Requirements

Seller's Certificate of Conformance is required with all orders.

Invoice or some other document indicating transfer of ownership and/or right to sell in order to provide traceability to the last certificated source is required.

Material Certificate or some other document indicating the condition of part and where part was obtained (source) must be provided when applicable.

Original FAA 8130-3 or equivalent must accompany all parts in New, New Surplus, Rebuilt, Overhauled, Inspected, Modified or Repaired condition.

Teardown Report associated with Airworthy Release Certificate detailing work scope must be provided when applicable.

Non-incident statement showing traceability to the OEM, FAA Part 121, 129, 135 or 145 must be provided when applicable.

*By fulfilling a Purchase Order, Seller agrees to fully disclose 1) trace to any government or military sources; 2) if a part is known to have been subjected to extreme stress or heat (i.e., warehouse fire); 3) if a part was removed from an aircraft or engine that is known to have been subjected to extreme stress, heat or environment such as major engine failure, accident, fire or saltwater immersion.

Back-to-birth history is required on all life limited parts.

A statement attesting to the completion of Airworthiness Directives (AD's) when represented as having been performed shall be provided. Certification of Compliance should specify AD Number, AD Amendment Number, Date and Method of compliance.

Documentation must also meet any other specifications and requirements stated on the Purchase Order.

Packaging

All Goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. Also, Goods will be packed in accordance with ATA Spec 300 or equivalent, or use JALUX AMERICAS specified packaging when so stated on a Purchase Order.

In the event flammable, toxic or volatile materials are to be shipped, they shall be packaged in a safe manner per manufacturer's instructions, local regulations or HAZMAT regulations as applicable.

Wood packaging material shall comply with ISPM#15 and its marking requirements when applicable.

Shipping

JALUX AMERICAS will reimburse Seller for actual shipping costs from FOB point so long as Seller follows the shipping instructions of a Purchase Order.

If Seller ships in a manner other than the manner directed in the Purchase Order, Seller shall pay ALL shipping costs. If the Purchase Order does not state shipping method, Seller shall be expected to wait for shipping instructions from JALUX AMERICAS.

Seller shall not insure any shipment to JALUX AMERICAS unless specifically ordered in writing by a JALUX AMERICAS authorized representative.

Authorization from JALUX AMERICAS is required for partial shipments.

Cancellation

If any Goods or Services are not delivered within the time specified in a Purchase Order, JALUX AMERICAS may refuse to accept all or any part of such Goods or Services and cancel the order; provided however, neither party will be liable for delays in delivery caused by force majeure which shall include Acts of God, war, fire, flood, explosion or earthquakes or any other cause beyond its control.