



The following Terms and Conditions Apply to All Company Sales Transactions, and take precedence over any other terms and conditions that may apply to the Sales Transaction. These Terms and Conditions are automatically incorporated by reference into each Quote and each Sales Order issued by Company, and references to the Sales Order in these Terms and Conditions shall always include these Terms and Conditions.

**I. Definitions.** For purposes of these Terms and Conditions, the following definitions apply.

- A. **"Accepted"** has the meaning described in section VIII of these Terms and Conditions.
- B. **"Article"** has the meaning found in 14 C.F.R. § 21.1(b)(2).
- C. The term **"Authorized Repair Facility"** means an appropriately-rated facility, from the Company list of authorized repair facilities, that is designated by the Company.
- D. An Article is considered **"Beyond Economic Repair"** when the estimated cost to return the Article to overhauled condition, in Company's sole opinion, would exceed 60% of current OEM list price for the same Article. For an Article for which there is no current OEM list price, the Article is considered **"Beyond Economic Repair"** when the estimated cost to return the Article to overhauled condition, in Company's sole opinion, would exceed 60% of fair market value of an overhauled Article.
- E. **"Buyer"** means a person that has addressed a Request for Quote and/or a Purchase Order to Company, when Company has agreed to sell the named Goods to that person.
- F. **"Claim"** has the meaning described in section XII of these Terms and Conditions.
- G. **"Company"** means JALUX AMERICAS, Inc.
- H. **"Cover Goods"** are any articles offered (or provided) by Company to Buyer that do not fully conform to the Buyer's Purchase Order, but that are believed to reflect acceptable replacement articles. Cover Goods shall include articles with alternative part numbers, articles subject to different revision levels, articles with different software levels than specified, and articles that vary in any way from the description in the Purchase Order.
- I. **"Goods"** means parts, materials, tools, software, drawings, data, manuals or any items that are required to be delivered pursuant to, or in connection with, a Purchase Order.
- J. **"Inspection Period"** has the meaning described in section VIII of these Terms and Conditions.
- K. **"Purchase Order"** means the purchase order issued by Buyer for the supply of Goods by Company to the Buyer, which may be a written or electronic document. If accepted by Company, this may also include oral or unwritten requests. Each Purchase Order is considered to be an offer, which may be rejected or accepted by the Company.
- L. A **"Sales Transaction"** is any sale or contemplated sale of Goods by Company to a Buyer, and includes a Quote and/or a non-consummated offer of sale.
- M. A **"Sales Order"** is any Company communication that accepts the offer made by a Buyer Purchase Order.
- N. An **"Unserviceable Tag"** is a document indicating that the Article to which it is attached or with which it is associated is not currently in a condition permitting it to be installed (usually by using the term "unserviceable"). The document

may be in the form of a tag that is hung on the Article. An unserviceable Article may be in need of an inspection to verify airworthiness, it may be in need of repair, or it may be Beyond Economic Repair; but the Unserviceable Tag typically does not predict whether the Article is capable of being returned to a known airworthy condition.

## **II. Abbreviations.** For purposes of these Terms and Conditions:

- A. ANAC** means the Brazilian Agência Nacional de Aviação Civil
- B. EASA** means the European Aviation Safety Agency
- C. FAA** means the United States Federal Aviation Administration
- D. FOB** is a delivery term which means "free on board" and has the same meaning and connotation as the term has in section 2-319 of the Uniform Commercial Code.
- E. JCAB** means the Japan Civil Aviation Bureau
- F. NDA** means Non-Disclosure Agreement
- G. TCCA** means the Transport Canada Civil Aviation Directorate

## **III. Scope of Terms and Conditions**

These Terms and Conditions apply to all Company Sales Transactions and are considered to be incorporated by reference into each Quote and Sales Transaction document issued by Company. Unless they are specifically incorporated by reference in a writing signed by Company, these Terms and Conditions do not apply to any transaction that is not a Company Sales Transaction. Any terms and conditions that are offered by the Buyer and that are inconsistent with these Terms and Conditions are automatically rejected.

## **IV. Acceptance of Orders**

- A.** Company may provide to a Buyer a Quote, which is a conditional offer. If a Buyer accepts the conditional offer with a Purchase Order on the same terms as the Quote, then Company shall form a contract on the same terms as the Quote, subject to the following conditions:
  - 1. Quote expires thirty (30) days after the date of the Quote, and is then no longer a valid offer;
  - 2. Quote is subject to availability of the Articles listed, and if an Article listed in the Quote is not available at the time of the Buyer's Purchase Order, then the order may be rejected, in whole or in part;
  - 3. Buyer is responsible for confirming price, part number, quantity, revision number, modification number, serial number, and stock before submitting a Purchase Order;
  - 4. Company may correct pricing errors of a clerical, arithmetical, or typographical nature and these shall not be considered price changes.
- B.** If Buyer submits a Purchase Order without a prior Company Quote, then by submitting the Purchase Order to Company, Buyer is accepting that these Terms and Conditions apply to the Purchase Order and supersede any conflicting terms and conditions.
- C.** Company shall not accept any Purchase Order that falls below Company's minimum order threshold unless Company agrees to accept it in writing. The Company minimum order threshold is \$100.00 (USD), but this minimum order threshold may be altered with or without notice at Company's sole discretion.

## **V. Sale Price and Terms of Payment**

- A.** Unless otherwise specified in the Purchase Order and accepted in the Sales Order, all payments, costs and fees in the Sales Transaction shall be in US Dollars.
- B.** Buyer shall pay Company for Goods subject to a Sales Transaction according to the credit terms agreed-upon between Company and Buyer. If Company and Buyer do not have a written credit terms agreement then payment for the Sales Transaction shall be due in advance, or (if so-indicated on the Sales Order) payment may be made

on delivery in which case Buyer agrees to pay any additional fees associated with the carrier's collection of payment on delivery. If the carrier collects payment on delivery, then the carrier's terms and conditions of collection will also apply to the payment collection transaction.

- C. Buyer's failure to pay, or failure to pay on time, shall be considered a material breach for which Buyer does not enjoy a right to cure, and if Company (in its sole discretion) permits an option to cure such deficiency then that does not limit any other right enjoyed by Company.
- D. Actual shipping costs associated with the Sales Transaction shall be paid by the Buyer to Company according to the credit terms agreed-upon between Company and Buyer, as if the costs had been incurred as part of the original sales transaction and shall be due when the payment for the original sales transaction is due and shall be paid with the original amount to be paid.
- E. Service Charges owed, based on method of payment, shall be paid with the original amount to be paid. If an owed Service Charge is not paid, then it will be considered to be delinquent and shall begin accruing interest as of the time of the payment with which it was associated.
  - 1. Buyer shall pay a Service Charge, in addition to the total amount paid, of 2% for any payment made by Credit Card. Company accepts Visa, American Express, and MasterCard but this is subject to change at Company discretion, with or without Notice.
  - 2. Buyer shall pay a Service Charge, in addition to the total amount paid, of \$15.00 for each payment made by wire transfer.

## **VI. Ownership and Security**

- A. Upon passage of the Risk of Loss as described in section VII, Company shall relinquish, and Buyer shall gain title to, the Goods.
- B. Until full payment is made for the Goods, Company retains a security interest in the Goods for the unpaid amount. Upon Company's request, Buyer shall complete and sign such additional documentation as may be requested by Company in order to document and/or perfect Company's security interest in the Goods.
- C. While Company retains a security interest in the Goods, Buyer shall not allow the Goods to be comingled, installed, nor otherwise handled in any way that would defeat or alter the security interest until Buyer has paid the purchase price to Company.

## **VII. Shipment and Delivery**

- A. Risk of loss shall pass from Company to Buyer, upon the earliest of these events: (1) the first tender of the Goods to the carrier at the Company location, (2) the first tender of the Goods to Buyer's representative if Goods are picked up from Company's location by Buyer's representative, (3) the first tender of the Goods to the carrier at some other location from which the Goods are shipped, or (4) Ex Works Company, if none of the first three conditions apply. When risk of loss passes it shall pass at the location at which the Goods exist at the time that risk of loss passes to the Buyer. If the passage of risk of loss is ambiguous or unclear, then risk of loss shall be deemed to have been passed to Buyer at the earliest time that it could have passed.
- B. Buyer shall promptly reimburse Company for actual shipping costs associated with the Sales Transaction.
- C. If the Purchase Order does not state a shipping method, then Company may ship Goods using any commercially reasonable method.
- D. Company shall ship to the address specified in the Purchase Order; if no address is specified, or if the address is ambiguous, the Company shall ship to Buyer at any reasonable address associated with Buyer:
- E. Company shall ensure that the Goods are packed and marked (including appropriate markings and labels for hazardous substances and/or materials) in accordance with industry standards and that such packages comply with applicable laws and carrier requirements. In the event special packaging or shipping mechanisms are

necessary to meet legal requirements or Buyer-requirements, then Buyer shall be responsible for so-informing Company in the Purchase Order. If Buyer notifies Company that the Goods are flammable, toxic, volatile or otherwise hazardous, then Company shall package them in accordance with manufacturer's instructions, local regulations and hazardous materials (dangerous goods) regulations, as applicable.

## VIII. Inspection and Acceptance

- A. Buyer has an obligation to inspect Goods upon receipt. Buyer may reject any or all of the Goods that do not conform to the requirements of the Company Warranty found in section XV of these terms within ten days of Delivery of the Goods [the "**Inspection Period**"]. During the Inspection Period, unless Buyer has already stated that it would accept Cover Goods, Buyer may reject Cover Goods if they are not acceptable substitutes for the ordered Articles. If Buyer accepted the document associated with the Goods before the Goods were shipped, and if the delivered documentation remains substantially unchanged from the accepted documentation, then Buyer may not reject (nor revoke acceptance of) the Goods on the basis of the documentation.
- B. Notwithstanding any other provision, Notice of Rejection shall be delivered to Company using the methods shown in the Notice section (XVII).
- C. If Goods are rejected, the Buyer must request a Returned Merchandise Authorization (RMA) from Company before the end of the Inspection Period, with the Notice of Rejection, or else Buyer waives any rejection rights.
- D. Goods may not be returned to Company under any circumstances without Company's written permission, which is only issued through an RMA. In the event Buyer requests an RMA and Seller issues an RMA, Buyer agrees to pay an RMA fee of 25% of the sales price.
- E. If Goods are returned, then Goods shall be returned at the Buyer's expense and risk, and Buyer shall promptly reimburse Company for any such expenses paid by Company. Risk shall pass to Company when the Goods are received at the Company facility in Los Angeles.
- F. Goods are considered irrevocably accepted by Buyer if they are (i) affirmatively accepted by Buyer in writing or (ii) used by any person in a manner inconsistent with ownership by anyone other than Buyer, (iii) transferred by Buyer to any third party, or (iv) not rejected within the Inspection Period [**"Accepted"**].

## IX. Assignment and Subcontracting

- A. Buyer may not assign any of its rights or delegate any of its obligations under the Purchase Order nor the Sales Transaction without Company's prior written consent. Company may, at its option, void any attempted assignment or delegation undertaken without Company's prior written consent.
- B. Buyer may not subcontract any of its rights or obligations under the Purchase Order without Company's prior written consent.
- C. To the extent allowed by applicable law, no person who is not a party to a Purchase Order or Sales Transaction shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

## X. Term and Termination

- A. Each Purchase Order forms a separate contract and remains in effect with respect to that transaction until either the Purchase Order is terminated in accordance with this section or the Goods are delivered and accepted by Buyer as anticipated by the Sales Transaction.
- B. Before the Goods are delivered and accepted by Buyer, Company may terminate any previously accepted Purchase Order, for no reason or for any reason, upon written Notice to Buyer. Company shall have no further obligation in connection with any terminated Purchase Order.
- C. Once the Buyer submits the Purchase Order to the Company, the Buyer may not terminate a Purchase Order (nor the contract that it forms) unless Company has provided written consent to Buyer for such termination. If Buyer

terminates a Purchase Order or a contract that is subject to this Agreement, then Buyer shall pay to Company a cancellation fee equal to 10% of the value of the cancelled Purchase Order or contract. Company shall have no further obligation in connection with a terminated Purchase Order or contract.

- D. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

## **XI. Confidential Information and Publicity**

- A. If Company and Buyer have entered into a NDA which covers disclosure of confidential information under the Sales Transaction, and if the term of the NDA expires before the expiration or termination of any Purchase Order associated with the Sales Transaction, then the term of the NDA shall be automatically extended to match the term of the Purchase Order, with respect to all matters related to the Sales Transaction.
- B. The Company and Buyer shall treat the terms, conditions, and existence of each Sales Transaction as Confidential Information belonging to Company.
- C. Buyer shall obtain Company's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship with Company.

## **XII. Indemnification**

- A. As used in this section, these capitalized terms have these meanings:
  - a. "Claim" is any claim, demand, loss, damage, liability, cost, or expense (including professional fees and costs as incurred);
  - b. the "Affiliated Entities" of a Business are (i) each entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the Business [parent organizations], (ii) each entity that directly or indirectly through one or more intermediaries, is Controlled by the Business [child organizations], and (iii) each entity that directly or indirectly through one or more intermediaries, is Controlled by the same entity as the Business [sister organizations];
  - c. "Controlled" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest, or otherwise.
- B. Buyer shall defend, indemnify, and hold Company harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Buyer (including its Subcontractors) in the performance or fulfillment of the Sales Transaction; (ii) any infringement of a third party's Intellectual Property Rights or any other rights, (iii) any negligent or willful acts or omissions of Buyer which results in personal injury (including death) or damage to tangible property, (iv) installation or use by a third party of the Articles procured under the Purchase Order, or (v) failure to perform as expected on the part of the Article(s) procured under the Purchase Order. For purposes of this paragraph only, the term "**Company**" also includes the employees, officers, directors, agents, of Company and of each of Company's Affiliated Entities.
- C. Company will provide the Buyer with prompt written Notice of the Claim and permit Buyer to control the defense, settlement, adjustment, or compromise of any Claim, subject to the terms of this section. Company may employ counsel at its own expense to assist it with respect to any Claim. Buyer will have no authority to settle, adjust, or compromise any Claim on the Company's behalf, except where the settlement, adjustment, or compromise has been accepted, in writing, by Company.
- D. Nothing in this section shall limit any other remedy of the Company and Buyer.

## **XIII. Liability**

- A. NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, COMPANY SHALL NOT BE LIABLE TO BUYER WITH RESPECT TO THE SUBJECT MATTER OF THE SALES TRANSACTION UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT BUYER PAID TO COMPANY UNDER THE SALES TRANSACTION.

- B. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE SALES TRANSACTION, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- C. THE LIMITATIONS OF THIS LIABILITY SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY PROVIDED HEREIN.

**XIV. Insurance**

- A. Buyer shall secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Company in the event of such injury or damage, and shall be in compliance with any and all laws, regulations, or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Buyer further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Buyer in the jurisdiction or jurisdictions in which Buyer's operations take place.
- B. Company shall secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Buyer in the event of such injury or damage for which Company may be liable to Buyer, and shall be in compliance with any and all laws, regulations, or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Company further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Company in the jurisdiction or jurisdictions in which Company's operations take place.

**XV. Warranty, Breach and Remedies.**

- A. Company warrants that Goods provided by Company to Buyer shall:
  - 1. Conform to the description of the Goods in the Purchase Order, except for differences noted in the Sales Order, and except for Cover Goods; and
  - 2. Be delivered according to the delivery requirements of the Purchase Order, except as described in these Terms and Conditions and except for differences noted in the Sales Order;Except that the terms of the Purchase Order may be modified by an agreement among the Company and Buyer that has been signed by Company, in which case the modified terms shall represent the scope of this warranty.

**B. COMPANY AND BUYER ACKNOWLEDGE THAT THIS WARRANTY ENTIRELY REPLACES ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND THAT NO SUCH IMPLIED WARRANTIES NOR OTHER WARRANTIES APPLY TO THIS TRANSACTION.**

- C. The warranty period begins upon the earlier of (1) when the Goods are shipped by Company to the Buyer, or (2) when the Goods pass to the Buyer's constructive or actual possession, or (3) if title to the Goods fails to pass to Buyer, then, when the Goods are proffered by Company for delivery to the destination stated in the Purchase Order. The warranty period lasts through the 30th day after the first day of the warranty period.
- D. In the event that the Goods breach this warranty, and the breach was not discerned during the Inspection Period, Buyer may make a warranty claim by notifying Company in writing of the breach, with a description of the reason for return, nature of the breach, and of all facts relevant to the claim of breach ("Warranty Claim"). Such Warranty Claim shall be treated as an RMA request, and the RMA rules of section VIII, subsections D-E, shall apply to this RMA. If the Warranty Claim appears to be facially valid, then Company will issue an RMA to Buyer and Buyer may return the Goods to Company at Buyer's expense. Company shall then assess the parts based on the written Warranty Claim. If the assessment shows that the Warranty Claim is valid, then Company shall refund to Buyer the full value paid for the non-conforming Goods, including shipping costs.

**XVI. Documentation of Goods**

- A. For each Article that is in new condition, Company shall provide the appropriate FAA Form 8130-3 or manufacturer's C of C if Company received such a form from the manufacturer.
- B. For each Article that was previously installed on an aircraft or engine, Company shall (1) provide an Unserviceable Tag indicating the reason for removal, or (2) provide an approval for return to service or maintenance release tag for the Article, or (3) indicate that the Article is sold in "as-is" or "as-removed" condition.
- C. If Company provides Articles/Goods that do not meet the documentation requirements of this section XVI, then Buyer must give Notice to Company of this failure and such Notice must reach Company within ten days of Delivery of the Articles/Goods. Upon such Notice, at Company's discretion, Company may (1) cure the issue by providing acceptable documentation within ten days of receipt of such Notice, (2) terminate the transaction by demanding the return of the Articles/Goods and issuing to Buyer a refund of any sums already paid for that transaction, or (3) reject the claim (e.g. if Company feels the documentation met the requirement). An effort to cure is not an admission that the earlier documentation was inadequate. This clause shall be the Buyer's sole remedy for Buyer's documentation-related claims.

**XVII. Notice**

- A. Where Notice is required, Notice shall be delivered in writing and may be delivered using hand delivery, email, postal mail, facsimile transmission, or overnight delivery service.
- B. Notice to Company shall be delivered to the Company postal address, Company email address, or Company facsimile number shown in the letterhead of the Quote or Sales Order.
- C. Notice to Buyer may also be delivered to the same address as the Purchase Order, using the same mode of delivery as the Purchase Order. Where multiple copies of a Purchase Order have been sent (such as where an emailed copy and a postal-mailed copy are both transmitted), Notice to Buyer may be sent using any one of the modes by which the Purchase Order was sent. Notice to Buyer may also be delivered to the Buyer's physical office.

**XVIII. Timing.** Failure by a Buyer to meet a deadline specified in any Sales Transaction document or other agreement with Company will be considered a material breach of these Terms and Conditions.

**XIX. Compliance With All Laws.** Buyer guarantees that its actions and omissions are in full compliance with all relevant laws, regulations, and government policies, including but not limited to those related to airworthiness and export. Buyer agrees to defend, hold harmless, and indemnify Company from any Claims that are caused by or attributed to non-compliance with this guarantee. Buyer agrees to promptly reimburse Company for any fees, expenses, fines, penalties or other costs (including attorneys' fees, reasonably foreseeable consequential and incidental damages, and the reasonable economic effect of any injunctive relief) that are caused by or attributed to non-compliance with this guarantee.

**XX. Jurisdiction.** All agreements made by Company are made in California and shall be interpreted under the laws of California, not including the state's conflict-of-laws provisions. Both parties agree that any suit brought in relation to this agreement, or to enforce any clause of this agreement, shall be brought in a trial court in Los Angeles or Orange county California. Both parties agree to be subject to the personal jurisdiction and venue of that court.

**XXI. Costs and Attorneys' Fees.** In the event that Company needs to hire an agent or attorney or make use of an arbitrator, mediator, court system or other legal mechanism in order to secure a right owed to Company or otherwise enforce a right enjoyed by Company under any agreement subject to these terms and conditions, Buyer shall be liable to Company for all costs and fees (including attorneys' fees) associated directly or indirectly with this process.

**XXII. Additional Company Liability Limits.** Notwithstanding any other provision of these Terms and Conditions or any agreement or document to the contrary, the following terms shall always apply to Sales Transactions:

- A. Company will not be liable for any penalty fees nor delivery delay fees.
- B. Company will not be liable for penalties nor damages when its performance is delayed or prevented by strike, fire, riot, war, rebellion, insurrection, acts of God, failure or delay in transportation by third parties, governmental regulations, or other causes beyond its control, including any occurrence that would be described as a force majeure. In the event of such a delay, performance shall be tolled until performance can reasonably be accomplished, unless performance becomes impossible or impracticable for Company in which

case the portion of the Sales Transaction that is impossible or impracticable shall be cancelled with no further liability.