1. Applicability. These Terms and Conditions (“Terms”) are the only terms that govern the sale of goods or performance of any services covered by this Agreement. Buyer (“Buyer”) and Pexco Aerospace, Inc. (“Seller”) agree that there are no other terms or conditions (whether written, oral or in facsimile) contained anywhere herein, the contrary, if a contract signed by both parties exists covering the sale of goods or performance of services covered hereby, the terms and conditions of that contract will prevail to the extent inconsistent with these Terms. Any document or other means of communication by which either party incorporates terms which are inconsistent with these Terms does not become part of the agreement unless specifically referenced (collectively, the “Agreement”), comprises the entire agreement between the parties and supersedes all prior or contemporaneous oral communications, written communications, emails, and negotiations between the parties. Seller is responsible for loading, if applicable. Seller may, at its sole discretion, without liability or penalty, make partial shipments of goods to Buyer at Buyer’s expense. Each partial shipment shall constitute a separate sale and Buyer shall pay for goods shipped, whether such shipment is in whole or in partial fulfillment of Buyer’s order. If for any reason Buyer fails to accept delivery of goods on the delivery date or if Seller is unable to deliver goods on the designated delivery date because Buyer has not provided appropriate instructions, documents, or authorization to the carrier, Buyer will be responsible for any losses or damages caused by such delay. Seller shall be responsible for any losses or damages caused by Buyer’s failure to inspect the goods or to authorize the delivery or acceptance of the goods. If Seller elects to replace the replaced goods to the EXW Point. The relationship between the parties is that of independent contractors, as the Agreement and may not be disclosed or misused, Buyer, regardless of whether or when Buyer submitted its order or such terms. Failure of Seller to accept delivery of goods does not constitute acceptance of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. End Use. Final determination of the suitability of the goods sold hereunder for the use contemplated by Buyer, is the sole responsibility of Buyer and Seller shall in no way be responsible for the suitability of such goods for any particular end use.

3. Delivery and Shipping Terms. Goods or services will be delivered or performed within lead time after receipt of Buyer’s order as specified by Seller in writing. Buyer shall determine the method of the goods and any damage in transit of the goods shall be Seller’s responsibility. EXW Point (2010) Seller’s facility (the “EXW Point”) using Seller’s standard methods for packaging. Seller shall take delivery of the goods promptly after they have been delivered to the EXW Point. Buyer shall be responsible for loading, if Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming goods or (ii) credit or refund the Price for Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall, after receiving Nonconforming Goods from Buyer, ship to Buyer the replaced goods to the EXW Point. Seller is not liable for any goods the price set forth in the Agreement.

4. Quantity. If Seller delivers to Buyer a quantity of goods different than the quantity set forth in the Agreement, Buyer may not offsets or relegates the goods or any portion of them by reason of the surplus or shortfall and shall pay for such goods the price set forth in the Agreement.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the goods at the EXW Point.

6. Inspection and Rejection of Nonconforming Goods. (a) Buyer shall inspect the goods within five days of receipt (“Inspection Period”). Buyer will be deemed to have accepted the goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and for any Nonconforming Goods rejected by Buyer, Buyer shall have the goods repaired or replaced or send by Seller, if rejected, shall be returned to Buyer, shipping charges prepaid, at Buyer’s expense. Buyer is not responsible for loading, if applicable. Buyer may, at its sole discretion, without liability or penalty, make partial shipments of goods to Buyer at Buyer’s expense. Each partial shipment shall constitute a separate sale and Buyer shall pay for goods shipped, whether such shipment is in whole or in partial fulfillment of Buyer’s order. If for any reason Buyer fails to accept delivery of goods on the delivery date or if Seller is unable to deliver goods on the designated delivery date because Buyer has not provided appropriate instructions, documents, or authorization to the carrier, Buyer will be responsible for any losses or damages caused by such delay. Seller shall be responsible for any losses or damages caused by Buyer’s failure to inspect the goods or to authorize the delivery or acceptance of the goods. If Seller elects to replace the replaced goods to the EXW Point. The relationship between the parties is that of independent contractors, as the Agreement and may not be disclosed or misused, Buyer, regardless of whether or when Buyer submitted its order or such terms. Failure of Seller to accept delivery of goods does not constitute acceptance of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

7. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the goods at the EXW Point.

8. Prices. Buyer shall purchase the goods or services from Seller at the prices (the “Price”) set forth in Seller’s quoted Price or published price list in force as of the date that Buyer first accepts Buyer’s Order or as otherwise agreed by the parties. Seller’s Price is exclusive of all taxes, duties and charges of any kind imposed by a governmental entity on amounts payable by Buyer. Buyer is responsible for all such taxes, duties, and charges, whether disclosed orally or disclosed or accessed in writing, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the Agreement is confidential, solely for the purpose of performing the Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Under the Agreement, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunction, specific performance, or any other remedy.

9. Price. Buyer shall be liable to Buyer, nor be deemed to have defaulted or breached the Agreement, for any such failure or delay, and neither of them, nor any of their respective representatives, directors, officers, or employees is liable for any such claim, action or proceeding. Whether or not such a party’s performance or delay is caused by or results from acts or circumstances beyond Seller’s reasonable control including, without limitation, acts of God, flood, fire, earthquake, pollution, governmental actions, war, invasion or hostilities (whether war is declared or not), any form of terrorism, revolution, insurrection, epidemic, lockouts, strikes, or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or transportation or other circumstances beyond the reasonable control of such party or its representatives, partners, subcontractors, suppliers, or other persons involved in the delivery, repair or replacement of the goods or services after giving notice; (ii) any such claim, action or proceeding. Any development, idea or invention created by Seller in performing any work for Buyer under this order or any modification hereof, will be Seller’s sole and exclusive property unless otherwise stated on the face hereof.

10. Amendment and Modification. These Terms may only be amended or modified in a writing that specifically states that it amends these Terms and is signed by each party.

11. Warranties. The warranties set forth in Section 24(a) of the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party has authority to contract for or bind the other party in any manner whatsoever.

12. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller’s prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Agreement.

13. Severability. If any provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of the Agreement or invalidity or render unenforceable any such term or provision in any other jurisdiction.

14. Survival. Provisions of these Terms that by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following: Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.