

The items described in this document and other documents and descriptions provided by Jet Parts Engineering, Inc. ("Seller") are hereby offered for sale at prices established by Seller. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. This Agreement sets forth the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes and replaces any other agreements, understandings, and communications between Seller and Buyer related thereto. All goods, services, or work described will be referred to as "Products".

1. Terms and Conditions. Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is subject to these Terms and Conditions or any newer version of the terms and conditions found on-line at www.jetpartsengineering.com. Seller objects to any contrary or additional terms or conditions of Buyer's order or any other document issued by Buyer.

2. Price Adjustments; Payments. Prices stated on Seller's quote or other documentation offered by Seller are valid for thirty (30) calendar days from the date identified on the written document, and do not include any sales, use, or other taxes unless specifically stated. Unless otherwise specified by Seller, all prices are delivered EXW. Seller's facility (INCOTERMS 2010). Unless otherwise agreed to by Seller, payment will be made in United States dollars. Subject to approval of Buyer's credit by Seller, one hundred percent (100%) of the payment is due **net thirty** (30) calendar days after the date of the Seller's invoice. In the event payments are not made when due, Seller reserves the right to assert whatever remedies it may have, including, but not limited to, requiring full payment in advance or altering the terms of payment. Amounts due to Seller that are not paid within forty-five (45) calendar days after the invoice date will be subject to a late payment charge. Such charge will be at the rate of one and a half percent (1.5%) per month of the amount in arrears or the maximum allowable rate under applicable law. In addition, any unpaid amounts are subject to collection proceedings. All collection expenses, attorneys' fees and court costs, and any other costs related to the Seller's attempts to enforce payment, shall be the sole responsibility of the Buyer.

3. Delivery Dates; Title and Risk; Shipment. All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any product and risk of loss or damage shall pass to Buyer upon placement of the products with the shipment carrier at Seller's facility. Unless otherwise stated, Seller has discretion in choosing the carrier and means of delivery. No deferral of shipment at Buyers' request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions.

4. Warranty. Subject to the limitations set forth in this Section, Seller warrants that each Product will: (i) be free from all defects, whether patent or latent, in materials, design and workmanship; (ii) be suitable for the purposes intended, whether expressed or reasonably implied, and be repairable to the extent set forth in and in accordance with the Instructions of Continued Airworthiness (ICA) instructions; and (iii) be free and clear of all liens, charges and encumbrances of any kind whatsoever resulting from Seller's sale, manufacture, or delivery thereof. To the extent any Product or part thereof is covered by any warranty made by the manufacturer or supplier thereof, Seller hereby assigns to Buyer all of Seller's right, title, and interest to such warranty. In the event that Buyer discovers any breach of the warranty set forth above with respect to any Product within three (3) years after shipment of Product by Seller, Buyer shall notify Seller of such breach. At such time, Seller, at Seller's expense (including round-trip transportation), shall have the option to repair, replace, or pay Buyer for repair or replacement of all or the necessary portion of not only the defective Product, but also the immediate higher assembly equipment, including any other subcomponents of such immediate higher assembly that has been returned to Seller and can be sufficiently proven to have suffered damage as a direct result of the defective Product. Such repairs/replacements shall be performed within thirty (30) days of Buyer's notice to Seller, or, if thirty (30) days is not reasonably possible, as soon thereafter as is reasonably possible. In the event that Buyer, upon explicit agreement with Seller, repairs or replaces any defective Product or any item damaged as a direct result of the defective Product, then Seller shall reimburse Buyer all costs and expenses incurred by Buyer in connection with the repairs/replacements (including, without limitation round-trip transportation at Buyer's cost, labor and parts at Buyer's cost) as substantiated by Buyer to Seller, as long as Buyer provides to Seller proof of the itemized costs incurred by Buyer within thirty (30) days that said cost or expense was incurred. Seller shall not be liable under this warranty for any defect resulting from a Product having been exposed to or subjected to: (i) any alteration, modification, maintenance, repair, installation, handling, transportation, storage, operation or use that is improper or otherwise not in compliance with Seller's or FAA or Instructions of Continued Airworthiness (ICA) instructions, unless caused by Seller; or (ii) any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer, unless caused by Seller; or (iii) any damage caused by any part not supplied by Seller.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER TO CUSTOMER WITH RESPECT TO THE PRODUCTS PROVIDED TO CUSTOMER, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, WHICH IS HEREBY EXPRESSLY DISCLAIMED. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S PRESIDENT. IN NO EVENT WILL SELLER BE LIABLE OR HAVE ANY OBLIGATION FOR LOSS OF USE, REVENUE, OR PROFIT FOR: (i) ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY), OR OTHERWISE, AND EVEN IF SELLER HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE; OR (ii) CLAIMS, DEMANDS, OR SUITS AGAINST BUYER BY ANY PERSON OR ENTITY.

5. Indemnification. Buyer hereby releases and agrees to indemnify, defend, and hold harmless Seller, its parent company, subsidiaries, and affiliates and their respective officers, directors, agents, and employees (collectively herein the "Indemnified Parties") from and against any and all fines, penalties, demands, actions, assessments, liabilities, damages, losses, claims, suits, or judgments (including without limitation all attorney's fees, costs, and expenses in connection therewith or incident thereto), whether for the death of or bodily injury to any person (including without limitation Seller's employees), for the loss of, damage to, or destruction of any property, or for any other injury, loss, or damage of any kind or nature, in any manner or to any extent resulting from or arising out of a defect or nonconformity in the Products or Seller's breach, default, misrepresentation, negligence, gross negligence, recklessness, willful misconduct, or other act or omission.

6. User Responsibility. It is solely Buyer's responsibility to ensure that any entity that uses any Product ("User"), is solely responsible for making the final selection of the system in which a Product is installed, and assuring that all performance, endurance, maintenance, safety, and warning requirements of the application are met. Seller is not liable in any way for Buyer or User's acts or omissions in applying the Product. If Seller provides Product or system options, the Buyer or User is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.

7. Buyer's Obligation; Rights of Seller. To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest.

8. Improper use and Indemnity. Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (i) improper selection, improper application, or other misuse of Products purchased by Buyer from Seller; (ii) any act or omission, negligent or otherwise, of Buyer; (iii) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Product; or (iv) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.

9. Export. Seller will apply for any goods, services, or technical data under an order. Buyer will promptly provide all information required by Seller to complete any application for United States Government export authorizations required for delivery of a Product. Buyer will apply for all other necessary import, export, or re-export approvals. Buyer will comply with all applicable export and import control laws and regulations, including the United States Export Administration Regulation (EAR) and the United States International Traffic in Arms Regulations (ITAR), and will retain documentation evidencing such compliance. Buyer is aware that U.S. export law may impose restrictions on Buyer's use of the goods, services, or technical data, or on their transfer to third parties. Buyer will immediately notify Seller and cease distribution activities with regard to the transaction in question if Buyer knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws. Seller will not be liable to Buyer for any breach resulting from government actions which impact Seller's

ability to perform, including but not limited to: (i) refusal to grant export or re-export license; (ii) cancellation of export or re-export license; (iii) any subsequent interpretation of United States export laws and regulations, after the date of Seller's acceptance of an order for Products, that limits or has a material adverse effect on the cost of Seller's performance under an order for Products; or (iv) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations. If Buyer designates the freight forwarder to be used for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Seller will provide Buyer's designated freight forwarder with required commodity information.

10. Cancellations and Changes. Orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend, and hold Seller harmless against all direct, incidental, and consequential loss or damage. Seller may change product features, specifications, designs, and availability with notice to Buyer.

11. Limitation on Assignment. Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.

12. Force Majeure. Seller does not assume the risk and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes, or labor disputes; acts of any government or government agency; acts of nature; delays or failures in delivery from carriers or suppliers; shortages of materials; or any other cause beyond Seller's reasonable control.

13. Waiver and Severability. Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

14. Termination. Seller may terminate this agreement for any reason and at any time by giving Buyer thirty (30) days' written notice of termination. Seller may immediately terminate this agreement, in writing, if Buyer: (i) commits a breach of any provision of this agreement; (ii) appoints a trustee, receiver or custodian for all or any part of Buyer's property; (iii) files a petition for relief in bankruptcy on its own behalf, or by a third party; (iv) makes an assignment for the benefit of creditors; or (v) voluntarily or involuntarily dissolves or liquidates all or any amount over fifty percent (50%) of its assets. In the event any such condition exists, it is Buyer's responsibility and duty to inform Seller in writing within two (2) calendar weeks of such occurrence.

15. Governing Law. This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the State of Washington, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer agrees that it has purposely availed itself of the privilege of conducting business in Washington state, and irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of King County, Washington with respect to any dispute, controversy or claim arising out of or relating to this agreement.

16. Indemnity for Infringement of Intellectual Property Rights. Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets, or similar rights except as provided in this Section. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress, and trade secrets ("Intellectual Property Rights"), except as otherwise provided further in this Section. Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that a Product sold pursuant to this Agreement infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions, including all negotiations for settlement or compromise. If a Product is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Product, replace or modify the Product so as to make it noninfringing, or offer to accept return of the Product and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to Products delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any Product sold hereunder. The foregoing provisions of this Section shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.

17. Entire Agreement. This agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete, and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter herein are superseded.

18. Compliance with Law, U. K. Bribery Act, and U.S. Foreign Corrupt Practices Act. Buyer agrees to comply with all applicable laws and regulations, including both those of the United Kingdom and the United States of America, and of the country or countries of the territory in which Buyer may operate, including without limitation the U. K. Bribery Act, the U.S. Foreign Corrupt Practices Act ("FCPA"), and the U.S. Anti-Kickback Act (the "Anti-Kickback Act"), and agrees to indemnify and hold harmless Seller from the consequences of any violation of such provisions by Buyer, its employees, or agents. Buyer acknowledges that they are familiar with the provisions of the U. K. Bribery Act, the FCPA, and the Anti-Kickback Act, and certifies that Buyer will adhere to the requirements thereof. In particular, Buyer represents and agrees that Buyer shall not make any payment or give anything of value, directly or indirectly, to any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person, for the purpose of influencing such person to purchase products or otherwise benefit the business of Seller.

CERTIFICATE OF CONFORMANCE

If Product is a PMA Part:

8130-3 Forms are provided with order.

The PMA supplement is available at www.jetpartsengineering.com.

TERMS AND CONDITIONS. We certify that the parts listed are new (not surplus) and have been manufactured and inspected in accordance with applicable drawing and standards, that these parts meet those drawing and standard requirements, and documentation of this inspection and traceability is on file at Jet Parts Engineering, Inc.

If Product is an OEM/PAH Part:

Trace documentation is provided with order.

TERMS AND CONDITIONS. This is to certify that the components listed have not been subjected to severe stress or heat as in an accident, not obtained from Government or Military sources, and are traceable to the OEM/PAH or their authorized distributor.

If Product is an Owner Operator Part:

Jet Parts Engineering, Inc. certifies that the parts supplied are manufactured new and have been inspected and found to be conforming to all customer and Jet Parts Engineering drawing requirements.

If any customer requires a separate Certificate of Conformance, it will be provided with the order.

PRODUCT WITH EXPIRATION

Unless an expiration date is expressly noted on any Product, parts with cure dates have unlimited shelf life.