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 shall be governed by all of the following Terms and Conditions ("Agreement"). 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, whether oral or written, with respect to the subject matter hereof. This Agreement is binding on Buyer, 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 charge of one percent (1%) per month, and Buyer will also be responsible for any costs incurred by Seller in collecting such amounts, including, but not limited to, legal fees, court costs, and any other costs and expenses incurred by Seller in connection with such collections.

1. Terms and Conditions. Seller's willingness to offer, and Buyer's acceptance of the offer, includes the following terms and conditions:

   a. Seller offers for sale Product described in this document, and Buyer accepts such offer. If Buyer fails to accept such offer, Seller may immediately terminate this agreement, in writing, if Buyer:
      i. breaches any provision of this agreement;
      ii. makes a payment on account of the purchase price for Product delivered to Buyer, and the payment is not received by Seller within sixty (60) days after the date of delivery;
      iii. fails to make any payment when such payment becomes due;
      iv. refuses or fails to accept delivery of any Product; or
      v. fails to pay Buyer for the repair or replacement of any Product.

   b. Buyer shall be responsible for any additional shipping charges incurred by Buyer due to Buyer's acts or omissions.

2. Warranty. Subject to the limitations set forth in this Section, Seller warrants that each Product will:

   a. meet all specifications and drawings unless otherwise specified by Buyer;
   b. be free from defects, whether patent or latent, in materials, design and workmanship;
   c. 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
   d. be free and clear of all liens, charges and encumbrances of any kind whatsoever resulting from Seller's sale, manufacture or delivery of the Product.

   Seller shall have no right to substitute any Product for the Product ordered unless Buyer agrees in writing to such substitution.

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 shall pass to Buyer upon delivery to Buyer's carrier and risk of loss or damage to the Product shall pass to Buyer upon delivery to Buyer's carrier at Seller's facility. Unless otherwise stated, Seller has discretion in choosing the carrier and means of delivery. No delivery of shipment at Buyer's request beyond the respective dates indicated will be made except at Buyer's risk and expense.

4. Warranty. Subject to the limitations set forth in this Section, Seller warrants that each Product will:

   a. meet all specifications and drawings unless otherwise specified by Buyer;
   b. be free from defects, whether patent or latent, in materials, design and workmanship;
   c. be free and clear of all liens, charges and encumbrances of any kind whatsoever resulting from Seller's sale, manufacture or delivery of the Product.

   Seller shall have no right to substitute any Product for the Product ordered unless Buyer agrees in writing to such substitution.

5. Indemnification. Buyer shall indemnify, defend and hold Seller harmless from and against all claims, suits, proceedings, actions, damages, losses and costs, including, but not limited to, attorney fees, costs and expenses (including without limitation all attorneys’ fees, costs, and expenses in connection therewith or incident thereto), whether for the death of, or personal injury to, Seller or its employees, for the loss of, damage to, or destruction of any property, or for any other injury, loss, damage or any kind or nature, in any manner or to any extent resulting from or arising out of a defect or deficiency in Product or Services, or in consequence of any of the acts, omissions, conditions, representations, 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") understands the unique risks of using such a Product. Buyer is responsible for ensuring (i) that User is properly trained in the use of such Product; (ii) that User has fully read, understood, and agreed to all instructions, drawings, and specifications; and (iii) that User has fully agreed to all terms and conditions of the Agreement.

7. Buyer's Obligations; 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 of any State, the laws of which shall govern this agreement. Seller shall have the right 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, and costs, 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 any Product, whether caused by Seller or Buyer; (ii) Buyer's use of any Product; and (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 this Section if Buyer's improper use or misuse of Product is due to Buyer's failure to comply with terms and conditions.

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 approvals, including but not limited to, delivering any Product to Buyer and payment for delivery. Buyer shall comply with all applicable export and import laws and regulations, including the United States Export Administration Regulations (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 require Buyer or any other person that uses any Product to comply with such restrictions. Buyer shall bear all costs (including, without limitation round trip transportation, shipping, insurance, and any other fees) in the event Buyer seeks to use any Product under any condition other than the condition in which Buyer purchased the Product.

10. Cancellations and Changes. Orders shall not be 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 from and against all claims, suits, proceedings, actions, damages, losses, and costs, including, but not limited to, attorney fees and court costs, whether for personal injury, property damage, or any other kind or nature.

11. 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 shall not invalidate any other provision hereof. The remaining provisions of this agreement will remain in full force and effect.

12. Force Majeure. Buyer does not assume the risk and shall not be liable for delay or failure to perform any of its obligations under this agreement to the extent such delay or failure results from causes 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; or delays in obtaining export licenses or export approvals. Buyer 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 requirements.

13. 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 the State of Washington with respect to any dispute, controversy or claim arising out of or relating to this agreement.

14. Indemnity for Infringement of Intellectual Property Rights. Seller shall have no liability for infringement of any Intellectual Property Rights resulting from Buyer's use of such Intellectual Property Rights or technology in any manner or to any extent resulting from or arising out of a defect or deficiency in Product or Services, or in consequence of any of the acts, omissions, conditions, representations, negligence, gross negligence, recklessness, willful misconduct, or other act or omission.

15. 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 agreements, understandings, conversations, and communications between the Buyer and Seller, whether written or oral, are merged in and superseded by this agreement and are hereby of no further force and effect.

16. Compliance with Law, U. K. Bribery Act, and U.S. Foreign Corrupt Practices Act. Buyer agrees to comply with all applicable antitrust, export, and import laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.S. Anti-Kickback Act. Buyer will not make any payment or give any value, directly or indirectly, to any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any foreign political party or official thereof, in order to influence any person in his official capacity or to cause such person to influence any official act relating to or having the benefit of the business of Seller.

CERTIFICATE OF CONFORMANCE
If Product is a PMA Part: 8130-3 Forms are provided with order. If Product is an OEM/PAH Part: Certification of Conformance is listed on 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.