



## Standard Terms and Conditions

1. **Agreement:** This Agreement is entered into between Cross-Check Aviation Parts (the "Seller") and the customer for the sale of aircraft and engine parts and components (individually, a "Part" and collectively, the "Parts") and is incorporated by reference in Seller's quotation). This Agreement supersedes any and all prior contemporaneous agreements, this agreement prevails over any of customer's general terms and conditions of purchase whether or not submitted with Customer's purchase order. Acceptance of Customer's purchase order does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend this Agreement.
2. **Pricing and Payment:** All payments shall be made in United States Dollars. Title to all goods listed in the Quotation shall remain with Seller until full payment is received from Customer. Quoted prices are valid for thirty (30) days and subject to prior sale. Subject to credit approval, all balances must be payable net thirty (30) days or as otherwise provided for in Quotation. All past due amounts shall bear interest at a rate of one and one-half percent (1 ½ %) per month or the maximum amount permitted by law commencing on the due date until the date the invoice amount is paid in full. Customer agrees to pay any and all costs of collection including attorney's fees in the event it becomes necessary to enforce the payment of Seller's invoices. Customer shall not have a right to set-off amounts due to Seller hereunder against any amount owed by Seller to Customer. Seller reserves a purchase money security interest in all Parts sold pursuant to the Quotation and proceeds thereof until payment in full is made for all Parts provided in connection with the sale. Customer agrees to execute any financing statement requested by Seller to perfect its security interest in the goods.
3. **Order Confirmation:** All orders from Customer must be made in writing and are subject to approval and confirmation upon receipt by Seller. Cancellation of orders may not be made without the written consent of Seller and such orders are subject to a 15% cancellation fee. Customer's order must be a minimum of \$ 100.00.
4. **Returns:** All returns for credit must be requested within thirty (30) days from invoice date. Any requests after such thirty (30) days will be denied. Other than warranty of title granted herein, no warranty shall be provided by Seller with all assignable warranties from the repair facility (if such warranties exist). All returns are subject to a 15% restocking fee. Parts returned without written authorization (RMA) will be subject to a 15% restocking fee and sent to shop for evaluation. Parts must be returned in the original condition in which such Parts were sold to Customer. Any attempts by the Customer or their Customer to break safety seals and/or repair or alter the part in any way will nullify all claims, warranties, credits, and returns – **No Exceptions.**
5. **Warranty of Title:** Seller represents that it shall have good and marketable title to the Parts sold to Customer on the date of sale. Title shall be conveyed by Seller to Customer on the date of sale, subject to Seller's purchase money security interest in receiving sales proceeds from Customer.
6. **Delivery Terms:** Delivery terms are EXW Seller's facility (incoterms 2015). Or such other facility as Seller may designate, unless otherwise agreed to by the parties in writing. All Parts delivered shall be packaged in accordance with ATA-300 specification. Customer shall, within fifteen (15) calendar days after receipt of the Parts, notify Seller of



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- any nonconforming Parts, return such nonconforming Parts to Seller at Customer's cost, and permit Seller a reasonable opportunity to replace such nonconforming Parts.
7. **Delay in Delivery:** Seller will not be liable for any delay in performance due to causes beyond Seller's control including, but not limited to, embargoes, blockages, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor strikes, riots, insurrection, acts of criminals or terrorists, war, material, shortages or delays in delivery by their parties, in the event of such delay the delivery date shall be extended for the period of time as may be reasonably necessary to compensate for such delay,. Seller will not be liable for lost profits, loss of business or other incidental, consequential, indirect or punitive damages arising out of any delay. Customer agrees that for any out of any liability arising out of delay, Seller is not liable or responsible for any amount of damage above the aggregate dollar amount paid by Customer for the purchase of the Parts under this Agreement.
8. **Governing Law:** This Agreement shall be constructed and governed according to the laws of the State of Nevada. Any disputes or claims shall be filed in the courts of Nevada or as otherwise agreed to in writing by the Parties. Customer agrees to pay all costs and expenses, United States. Customer shall provide any and all import and export documents as required by Seller in order to comply with the requirements herein.
- including reasonable attorney's fees incurred by Seller in any action to enforce its rights hereunder. Customer hereby waives: (a) the right to jury trial in any and all proceedings; (b) any and all objections to venue and inconvenient forum in the state and federal courts, referred to in this section and (c) any and all objections to service of process by certified mail, return receipt requested.
9. **Export Compliance:** Customer understands that any goods, technology, or products purchased from Seller are subject to export controls under the laws of the United States, including but not limited to: (a) U.S. Exports regulations governing the export, transfer, or exports of U.S. manufactured products, and Products containing U.S. components, software, or re-export of U.S. manufactured products, and products containing U.S. components, software or technology as set forth in the U.S. Export Administration Regulations (EAR, 15 C.F.R. 772 et seq.; (b) U.S. export regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Asset Control Regulations (FACR), 31 C.F.R 500 et seq.; and (c) the International Traffic in Arms Regulations, 22 C.F.R 120 et seq. Customer Agrees, warrants and represents that it will not export or re-export any goods, technology, or products purchased from Seller in violation of the export laws of the