

# **G.A.S. Global Aerotech Support Corp.**

*Aircraft Maintenance Technical Consulting & JIT Logistics Services*

## **Terms and Conditions of Sale**

Except to the extent superseded by the terms and conditions of an agreement between GAS Global Aerotech Support Corp (individually and collectively referred to herein as "GAS Global Aerotech Support Corp") and the entity which issues the purchase order ("Purchaser"), these Terms and Conditions of Sale apply to and form part of each purchase order issued by Purchaser to GAS Global Aerotech Support Corp.

1. GAS Global Aerotech Support Corp's terms and conditions of sale shall apply exclusively and shall constitute the entire agreement between GAS Global Aerotech Support Corp and Purchaser relating to the subject matter of the purchase order and no variations to these terms and conditions shall apply unless made in writing signed by the duly authorized representatives of the parties. Purchaser's terms and conditions which deviate from GAS Global Aerotech Support Corp's conditions of sale shall not be recognized by GAS Global Aerotech Support Corp unless GAS Global Aerotech Support Corp expressly consents to their validity in writing.

2. GAS Global Aerotech Support Corp's terms and conditions of sale shall also apply exclusively if Purchaser accepts or pays for any supply/service in full awareness of contradictory or varying terms and conditions of GAS Global Aerotech Support Corp.

### **1. PURCHASE ORDERS**

1. Purchase orders shall be binding only if they are placed by Purchaser in writing. Verbal agreements – including subsequent amendments and additions to these terms and conditions of sale must be confirmed in writing by GAS Global Aerotech Support Corp for them to become valid. No purchase order which has been accepted by GAS Global Aerotech Support Corp may be cancelled or varied by Purchaser except on terms agreed in writing by GAS Global Aerotech Support Corp.

2. A quotation by GAS Global Aerotech Support Corp does not constitute an offer and the GAS Global Aerotech Support Corp reserves the right to withdraw or revise any quotation at any time prior to the GAS Global Aerotech Support Corp's acceptance of Purchaser's purchase order. All prices quoted by GAS Global Aerotech Support Corp are, unless expressed otherwise exclusive taxes and duties which shall be payable by Purchaser.

3. Documents used by Purchaser in business dealings with GAS Global Aerotech Support Corp shall indicate; purchase order number, place of receipt, full article text/item description, volumes and volume units.

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## **2. PRICES**

The price shall be the price quoted by GAS Global Aerotech Support Corp to Purchaser or as otherwise agreed between the parties in writing. Unless otherwise agreed in writing, GAS Global Aerotech Support Corp shall be entitled to invoice Purchaser for the price of supplies/services together with any taxes, transport, packaging and insurance or other fees and charges.

## **3. SCOPE OF SUPPLY/SERVICE**

1. As part of the scope of supply/service, GAS Global Aerotech Support Corp shall transfer to Purchaser ownership of all technical documents pertaining to the supply/service in GAS Global Aerotech Support Corp's possession.

2. If Purchaser and GAS Global Aerotech Support Corp desire to change scope of the supply/service from the accepted purchase order, GAS Global Aerotech Support Corp shall be entitled to a price or schedule change.

## **4. SUPPLY AND SERVICE PERIODS/DEADLINES**

1. Any dates quoted by GAS Global Aerotech Support Corp for delivery of supplies/services are approximate only and GAS Global Aerotech Support Corp shall not be liable for any delay in delivery of supplies/services however caused and time for delivery shall not be of the essence unless previously agreed by GAS Global Aerotech Support Corp in writing.

2. If Purchaser fails to take delivery of supplies/services, without prejudice to any other right or remedy available to the GAS Global Aerotech Support Corp, GAS Global Aerotech Support Corp may: (a) store supplies/services until actual delivery and charge Purchaser for the reasonable costs (including handling and insurance) of storage; or (b) sell supplies/services at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Purchaser for the excess over the price set forth in the purchase order or charge Purchaser for any shortfall below the price set forth in the purchase order.

## **5. DELIVERY/PERFORMANCE AND STORAGE**

1. Insofar as GAS Global Aerotech Support Corp and Purchaser agree on the validity of one of the "Incoterms" of the International Chamber of Commerce (ICC) 2010 for the purchase order, the currently valid version thereof shall apply. They shall apply only insofar as they do not contradict the provisions of these terms and conditions of sale. Unless otherwise agreed in writing, the supply/service shall be delivered Ex Works (Incoterms EXW) GAS Global Aerotech Support Corp's facility or as indicated in the purchase order.

2. The risk of loss and damage to supplies/services shall pass to Purchaser immediately upon delivery being effected (unit shipped or picked up, by any means indicated by the Purchase Order).

3. Notwithstanding delivery and the passing of risk in a supply/service, title shall not pass to Purchaser and shall remain with the GAS Global Aerotech Support Corp until Purchaser shall have

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paid to GAS Global Aerotech Support Corp in full the price together with any other invoiced taxes, fees, or charges due.

4. Unless otherwise agreed in writing, all packing is non-returnable. Insofar as GAS Global Aerotech Support Corp has the right to have the packaging needed for shipment/services returned, this shall be clearly marked on the delivery/services documents, and in such case, all packaging not returned within 30 days of delivery of supplies/services will be charged to Purchaser at the GAS Global Aerotech Support Corp's current prices.

### **6. FORCE MAJEURE**

GAS Global Aerotech Support Corp shall not be liable for damages for any delay or failure to perform its obligations under the purchase order which are due to causes beyond its control, including without limitation, acts of God, acts of public enemies, acts of governments (whether legal or illegal), epidemics, quarantine restrictions, industrial disputes, lock-outs, strikes, work slow-downs, freight embargoes, or severe weather.

### **7. TERMINATION**

The purchase order will be subject to immediate termination without notice if Purchaser files a petition in bankruptcy for liquidation or reorganization; makes an assignment for the benefit of creditors; consents to the appointment of a receiver, trustee or other custodian for all or a substantial part of its property; is adjudicated bankrupt; fails to cause to be vacated, set aside or stayed within 30 days any court order appointing a receiver, trustee or other custodian for all or a substantial part of its property or ordering relief against it in any involuntary case of bankruptcy; or admits in writing its inability to pay its debts as they mature. If this Clause applies, then, without prejudice to any other right or remedy available to GAS Global Aerotech Support Corp, GAS Global Aerotech Support Corp shall be entitled to treat the purchase order as repudiated and/or withhold any further deliveries of services/supplies without any liability to Purchaser and, if supplies/services have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### **8. INVOICING, PAYMENT, SET-OFF**

1. Invoices shall separately show (i) the price payable by Purchaser to GAS Global Aerotech Support Corp as set out in the purchase order issued by Purchaser and accepted by GAS Global Aerotech Support Corp, (ii) any fees and charges payable to GAS Global Aerotech Support Corp.
2. Purchaser shall make payment of GAS Global Aerotech Support Corp's invoiced amount in full within the agreed payment terms.
3. All amounts due shall be paid in full and Purchaser shall not be entitled to assert any set-off or counterclaim against GAS Global Aerotech Support Corp whether arising from breach of contract, tort, (including negligence), breach of statutory duty or any other matter whatsoever in order to justify withholding payment of any such amount in whole or in part.

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4. If Purchaser fails, on the due date, to pay any invoiced amount due to GAS Global Aerotech Support Corp, then without prejudice to any other right or remedy available to GAS Global Aerotech Support Corp, GAS Global Aerotech Support Corp shall be entitled to charge Purchaser late payment interest (both before and after any judgment) until payment in full is made on the amount unpaid at the rate at the lower of (i) 3% per month or (ii) the maximum rate permitted by law.

## **9. WARRANTY**

1. SUBJECT TO THE LIMITATIONS ON ITS LIABILITY SET OUT BELOW IN THIS CLAUSE AND ELSEWHERE IN THESE TERMS AND CONDITIONS, GAS GLOBAL AEROTECH SUPPORT CORP WARRANTS THAT THE SUPPLY/SERVICE WILL CORRESPOND WITH GAS GLOBAL AEROTECH SUPPORT CORP'S SPECIFICATION AT THE TIME OF DELIVERY. GAS GLOBAL AEROTECH SUPPORT CORP MAKES NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE WARRANTY EXPRESSLY SET FORTH ABOVE. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IS MADE AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty does not extend to any supply/service which has been subject to misuse, abuse, negligence, accident, alteration, or repair. GAS Global Aerotech Support Corp shall, to the extent assignable, assign to Purchaser all rights in and to all remaining warranties offered by a manufacturer or repair station in respect of the supply/service.

2. Purchaser shall provide to GAS Global Aerotech Support Corp prompt written notice within the warranty period upon discovery of a defect to a supply/service. Purchaser shall provide details of such warranty claim showing to GAS Global Aerotech Support Corp's reasonable satisfaction that such supply/service was defective at the time of delivery and such other details and documentation as reasonably requested by GAS Global Aerotech Support Corp. If sufficient detail is not provided, GAS Global Aerotech Support Corp shall be entitled to deny the warranty claim. For accepted warranty claims, GAS Global Aerotech Support Corp's sole liability and Purchaser's sole remedy pursuant to the warranty shall be the repair, rework or modification of the supply/service (or the part in question) free of charge, at GAS Global Aerotech Support Corp's sole discretion, but GAS Global Aerotech Support Corp shall have no further liability to Purchaser.

Where warranty claims arise from parts repaired by an GAS Global Aerotech Support Corp contracted repair station, warranty periods are as follows (unless additional offered by shop):

Condition of Part Warranty Offered

(BT) Inspected or Tested: 30 days from date of sale.

(SV) Repaired and/or Modified: 3 months from date of sale - Covers work performed and parts replaced only.

(OH) Overhauled (and Modified OH): 5 months from date of sale - Full Functional warranty (unless additional offered by shop).

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(NS) New Surplus: 30 days from date of sale.

(NE) Factory New: 5 months from date of sale - Full Functional warranty (unless additional offered by the OEM).

Distribution outside of GAS Global Aerotech Support Corp requires management approval.

3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PURCHASE ORDER, NEITHER GAS GLOBAL AEROTECH SUPPORT CORP NOR PURCHASER SHALL HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER TO THE OTHER, OR TO ANY PERSON CLAIMING BY, THROUGH OR UNDER THE OTHER, FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (EVEN THOUGH SUCH DAMAGES MAY BE FORESEEABLE), WHETHER ARISING PURSUANT TO WARRANTY, CONTRACT, INDEMNITY, TORT, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, LOST REVENUES OR GOODWILL, OR COST OF CAPITAL.

4. Nothing in these conditions shall exclude or limit either party's liability for fraud or for death or personal injury caused by its negligence or any other liability to the extent that the same may not be excluded or limited as a matter of law.

## **10. APPLICABLE LAW AND JURISDICTION**

The purchase order and these terms and conditions of sale shall be governed by the laws of the State of Florida, U.S.A. GAS Global Aerotech Support Corp and Purchaser submit to the non-exclusive jurisdiction of any U.S. Federal or Florida State court sitting in Miami, Florida in any action or proceeding arising out of or relating to the purchase order, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Florida State court or, to the extent permitted by law, in such Federal court, and hereby waives, and agrees not to assert, as a defense in any such action or proceeding, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that its property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. GAS GLOBAL AEROTECH SUPPORT CORP AND PURCHASER EACH, TO THE EXTENT IT MAY LEGALLY DO SO, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, OR CAUSE OF ACTION ARISING OUT OF THE PURCHASE ORDER OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith.

## **11. CONFIDENTIALITY**

Each party agrees and undertakes that it will keep confidential, and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party, any information of a confidential nature (including specifications, descriptions, and all other technical or business information) which may become known to such party from the other unless such information is public knowledge (other than by breach of this Clause) or is required to be disclosed by a court of competent jurisdiction.

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## **12. GENERAL**

1. Purchaser may not assign all or any of its rights or obligations under the purchase order without the prior written consent of GAS Global Aerotech Support Corp.
2. These terms and conditions shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns and transferees of GAS Global Aerotech Support Corp and of Purchaser.
3. Failure by a party to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
4. Should individual provisions of the conditions become entirely or partly invalid, the remaining provisions shall remain valid. The same shall apply for the corresponding contract.
5. The order constitutes the entire agreement between Purchaser and GAS Global Aerotech Support Corp and supersedes all communications, oral or written, between Purchaser and GAS Global Aerotech Support Corp in relation to the subject matter of the purchase order.
6. The headings and subheadings set forth in these terms and conditions are for the convenience only; in no way define, limit, or describe the scope or intent of the purchase order and are to be given no legal effect.
7. Notices or communications pertaining to the purchase order may be sent by first class mail, by email, or by telecopy, a recognized overnight messenger, which shall be directed to the addresses of GAS Global Aerotech <sup>Support</sup> Corp and Purchaser set forth on the front of the purchase order.