

**NORDISK AVIATION PRODUCTS A.S, HOLMESTRAND, NORWAY
TERMS AND CONDITIONS OF SALE ("TERMS")**

1. **GENERAL** - None of the terms and provisions of Buyer's order ("Order") shall be binding on Nordisk Aviation Products ("Seller"), and shall not be considered applicable to any sale made pursuant to these Terms. Any quotation or confirmation of order accompanying these Terms, or any contract signed between the parties into which these Terms are incorporated by reference, (collectively, "Agreement"), comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, representations, warranties, and communications, written or oral. No waiver, alteration or modification of any of the provisions on the face or reverse hereof shall be binding unless approved in writing and signed by an officer of Seller. Buyer's Order shall constitute a binding contract only when accepted by Seller by written acknowledgment.
2. **CONFIGURATION** - The item(s) quoted herein will be manufactured to the latest configuration in effect at the time of manufacture as shown on the applicable drawing, except as may be agreed to in writing.
3. **WARRANTY** - Seller warrants for one year from date of shipment that the goods and services furnished hereunder will be in full conformity with Seller's specifications, drawings, samples or data (or those of Buyer accepted by Seller in writing) and will be free from defects in material and workmanship. Seller expressly disclaims any and all other or additional warranties (except of title), express or implied, relating to fitness for particular purpose, merchantable quality, or otherwise. Seller will, in no case be responsible for special or consequential damages, including, but not limited to cost of removal of goods from or reinstallation into equipment. Seller's liability shall be limited to the repair or replacement of defective products at Seller's option but shall in no event exceed the original sales price of the defective product, subject to the return of the product intact ExWorks Seller's facility as per Seller's instruction (Incoterms 2010).
4. **DELIVERY** - Shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller shall not be liable for delay due to causes beyond its reasonable control such as, but not limited to, acts of God, acts of the Buyer, acts of civil or military authority, acts of the public enemy, fires, strikes, floods, earthquakes, epidemics, quarantine restrictions, war, terrorism, riot, and delays in transportation. In the event of delay due to such causes, the date of delivery shall be extended for a period equal to the time lost by reason of delay.
5. **MINIMUM ORDER VALUE** - Minimum total purchase order shall be \$250.00.
6. **TERMS OF PAYMENT** - All goods are delivered ExWorks Seller's facility, with address as per Order Confirmation (Incoterms 2010). Any risk of loss or damage to goods in transit shall fall upon Buyer. Payment terms are net 30 days. In the event that Buyer does not make a full payment on an invoice when due, then Buyer shall not be entitled to any applicable discount or credit and the overdue account shall be referred to Seller's collections department. Interest shall automatically accrue on past due balances at the rate of 2% per month as from the date of the past due. In the event of nonpayment Buyer shall be liable to Seller for Seller's reasonable costs of collection and attorney's fees and expenses. Seller shall also be entitled to, in Seller's discretion, stop production and/or delivery of any product and/or work-in-progress until Buyer has paid any and all outstanding invoices in full. This is in addition to, and does not alter, any other rights available to Seller at law or in equity. Seller may also, with respect to future Orders, require full payment in advance or otherwise alter the terms of payment specified earlier.
If, in the judgment of Seller, the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. Prorated payment shall become due as shipments are made. If shipments are delayed by Buyer, payment shall become due from date when the Seller is prepared to make shipment. If manufacture is delayed by Buyer, payment shall become due based upon the contract price and the percentage of completion. Goods held for Buyer shall be at the risk and expense of Buyer.
7. **TAXES** - Unless otherwise stated, Seller's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the products hereunder shall be paid by Buyer, or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.
8. **TERMINATION AND RETURNS** - On products classified as non-standard, that is, products fabricated to individual customer requirements, drawings, specifications and or customer design as contrasted to standard products offered by Seller for general sale, Seller reserves the right to fabricate the entire quantity ordered in one production run, although shipments will be made in accordance with the Buyer's requested schedule. In the event of cancellation of such non-standard products, any components, sub-assemblies and/or finished assemblies on hand, in quantities equivalent to the full production run for the entire quantity ordered plus normal overrun, shall be considered as part of applicable cancellation charges.
Buyer may, only with Seller's prior written consent, cancel its Order with 90 days prior written notice only upon payment of reasonable cancellation charges which shall include, but not be limited to, expenses already incurred and commitments made by the Seller, including a prorated share of normal profit.
Returns will not be accepted unless authorized by Seller. Products manufactured to Buyer's specifications or special requirements are not subject to return. Seller may terminate an Order with 30 days prior written notice in the event of Buyer's default, which includes but is not limited to failure to make timely payment; suspension or dissolution of Buyer's business; Buyer's insolvency or its inability to pay debts, or its nonpayment of debts as they become due; or the institution of reorganization, liquidation or other such proceedings by or against Buyer; or the appointment of a custodian, trustee, receiver or similar person for Seller's business; an assignment by Buyer for the benefit of creditors; or any action of the Buyer for the purpose of facilitating the foregoing.
9. **TOOLING** - All tools required to produce the products covered by these Terms are to remain the property of Seller unless otherwise agreed upon.

10. **CONFIDENTIALITY** - (a) Each party (the “receiving party”) agrees to treat as confidential all of the documents, information and correspondence relating to these Terms or any related quotation, Order or Agreement, the terms hereof and communications among the parties, including but not limited to manufacturing processes, trade secrets, specifications, drawings, sketches, models, samples, reports, plans, forecasts, current or historical data, computer programs and source code, customer and employee information, intellectual property embodied in products and materials and all other technical, financial or business information provided by the other party (the “disclosing party”) (collectively, “Confidential Information”).
- (b) Receiving party shall use at least the same degree of care and discretion to limit disclosure of Confidential Information of disclosing party as it uses with similar information of its own which it does not desire to disclose or disseminate and further agrees to: (i) restrict disclosure of Confidential Information solely to its officers, employees, affiliates, agents and consultants with a need to know such Confidential Information for the purpose of the Order (collectively, “Representatives”); and (ii) not to disclose to any other person or copy such Confidential Information without the approval of disclosing party; and (iii) use Confidential Information solely for the purposes of the applicable quotation or Order and not in any way directly or indirectly detrimental to disclosing party; and (iv) inform the Representatives of the confidential nature of the Confidential Information and obtain their agreement to the obligations set forth in this Section 10. Receiving party shall be liable for breaches of this Section 10 by its Representatives.
- (c) The obligations imposed under this Section 10 shall not apply to Confidential Information: (i) that is made public by disclosing party; (ii) that is rightfully becomes generally available to the public; or (iii) that is rightfully received from a third party without restriction and without breach of this Section 10.
- (d) In the event that receiving party or any of its Representatives becomes legally compelled (by deposition, interrogatory, request for document, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of disclosing party, receiving party shall provide disclosing party with prompt prior written notice of such requirement so that disclosing party may seek a protective order or other appropriate remedy.
- (e) Receiving party acknowledges and agrees that any breach or threatened breach of any of the provisions of this Section 11 will result in immediate and irreparable harm to disclosing party’s business interests and that remedies at law in such event will be inadequate. Disclosing party shall therefore have the right to seek immediate injunctive relief against such breach without any requirement to post bond as a condition of such relief, and to such other and further relief as a court of competent jurisdiction may deem proper under the circumstances.
- (f) Buyer shall comply with all applicable laws relating to the import, export and re-export of Confidential Information. Buyer acknowledges that Confidential Information provided or received from Seller may be subject to government export control legislation, including but not limited to, the relevant legislation in the countries where Buyer and Seller are established, the U.S. International Traffic in Arms Regulations (22 CFR 120-130) and the U.S. Export Administration Regulations (15 CFR 730-774). As such, Buyer warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any Confidential Information without complying in full and all respects with all the applicable export control legislation, codes of conduct, the relevant export license(s), guidelines, notices, instructions and/or other communications in relation to any such export or transfer of Confidential Information.
11. **PATENT INDEMNITY** - Buyer shall hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer’s design, specifications or instructions.
12. **CLAIMS** - All claims must be made within 30 days of receipt of goods. No claim for special or consequential damages will be considered.
13. **GOVERNMENT SALES** - None of these Terms apply to sales of goods to the United States Government or its agencies; FAR regulations will apply to U.S. Government sales.
14. **COMMERCIAL PACKAGING** - Shall be employed unless otherwise specified.
15. **ARBITRATION** - A party shall provide the other party with its written notice of its controversy, breach, or claim (“Controversy”) arising out of or related to these Terms or the related quotation or Order within twenty (20) days of such Controversy and in such a way as to completely apprise the other party of the total Controversy. The party receiving the notice of the Controversy shall respond to the other party in writing within forty-five (45) days of receipt of such notice. If the parties are unable to mutually resolve the Controversy between themselves, then the Controversy shall be settled by binding arbitration in London, United Kingdom, in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
16. **GOVERNING LAW** - These Terms and any related quotation, Order or Agreement shall be construed and interpreted in accordance with the laws of the United Kingdom. The parties hereby expressly agree that the U.N. Convention on the International Sale of Goods (1980) shall not apply.
17. **LIMITATION OF LIABILITY** - Seller’s liability for any claim of any kind (excluding bodily injury), whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Order or Agreement shall in no case exceed the price for the services set forth in this Order or Agreement which gives rise to such claim and in any event shall terminate one (1) year after completion of services. Seller shall in no event be liable for any special, indirect, incidental, punitive, or consequential damages including but not limited to loss of use, loss of profits or revenue, or cost of substitutes. This limitation of liability prevails over any conflicting provisions of these Terms and any related quotation, Order or Agreement.
18. **SEVERABILITY** - The invalidity in whole or in part of any part of these Terms shall not void or affect the validity of any other provision.
19. **ASSIGNMENT; BINDING EFFECT** - Neither party may assign its rights and obligations under this Agreement, provided however that either party may assign this Agreement, in its entirety, without the other party’s consent to any successor-in-interest of all or substantially all of the assets or business of a party to which this Agreement pertains. These Terms shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns.
20. **INDEPENDENT CONTRACTOR** - In no event shall Seller be construed a joint venture, partner or employee of Buyer, nor shall either party have the authority, express or implied, to bind the other in any respect. Seller is recognized hereunder as an independent contractor and free agent. No public or other written announcement regarding Seller’s quotation or any Order or any business transaction between Buyer and Seller shall be made by Buyer without the prior written consent of Seller.