



## PRODUCT REPAIR and SALES

### GENERAL CONDITIONS OF SALE

#### Definitions

In this General Conditions of Sale, the following expressions (except where the context requires otherwise) have the following meanings:

“**Seller**” means MEKCO Group

“**Buyer**” means the purchaser of services or equipment pursuant to a valid Purchase or Repair Order

“**Parts**” means any aircraft component specified in a Purchase or Repair Order

“**C.O.D.**” means Cash On Delivery

“**Equipment**” means any items sold or repaired by Seller

**1. TAXES.** Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes applicable to the repair, overhaul, delivery, or use of said equipment, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller. Buyer must supply Seller with the necessary documentation required by the taxing authority to sustain any tax status.

**2. PAYMENT TERMS.** The net price for all repair, overhaul, or modification is required to be paid net thirty (30) days after receipt of invoice. Notwithstanding any statement of terms or time of payment appearing on the face of the order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other rights reserved hereunder, Seller reserves the right to suspend or limit performance until past due sums are paid. All accounts past due, will be subject to a 2% monthly finance charge (18 % per annum)

**3. DELIVERY.** Unless otherwise specified, Buyer shall deliver any unit returned for repair to Seller's designated repair facility, transportation prepaid. Seller will return to Buyer's designated receiving facility at Buyer's expense, according to the delivery schedule specified in Purchase or Repair Order, which schedule is subject to delays due to causes beyond Seller's control including but not limited to, inability to obtain material, labor or manufacturing facilities, acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Seller's suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Partial deliveries are acceptable.

**4. SHIPMENT AND RISK OF LOSS.** In the absence of specific instructions, Seller will select the carrier to whom delivery will be made for shipment to Buyer. Except for its obligations under the sections hereof entitled “Warranty”, all responsibility of Seller, for said equipment ceases upon delivery to the carrier. All claims to the carrier for Products damaged or lost in transit shall be made by the Buyer.

**5. WARRANTY** The equipment repaired, overhauled, or modified hereunder in connection therewith are subject to the following warranties:

A. Seller agrees that it will correct, without charge, any defect in material or workmanship provided by Seller for the repair, overhaul, or modification of work performed hereunder, provided that the product is returned, transportation paid, to Seller's repair facility, subject to:

(i) Unless another warranty duration is specified in writing and signed by Seller, written notice of the claimed defect being given to Seller within a period of six (6) months from the date the unit is shipped for repair services and twelve (12) months for overhaul services.

(ii) Seller's obligations with respect to such equipment are conditioned upon the proper installation and operation of such equipment by Buyer in accordance with Seller's written directions.

(iii) The warranty stated in this section 5A, shall be void if such equipment is altered or repair is attempted or made by other than Seller.

B. Seller warrants that any software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the function(s) set forth in the applicable specification (or absent a specification, as described in the applicable Service Bulletin) Seller will, at its option, without charge, revise or replace such nonconforming software provided:

(i) Notice of claimed defect is given to Seller within six (6) months from date of delivery for repair services and twelve (12) months for overhaul services.

(ii) Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or any condition in excess of those published in the applicable specification(s).

(iii) The warranty stated in this Section 5A, shall be void if such software (or its host medium) is altered or alterations are attempted by other than Seller's repair facility.

C. Repair shall not be deemed to be defective if failure is caused by interface with other equipment, Buyer caused damage, shipping or handling damage, or exposure to conditions in excess of those published in the equipment specifications. The warranty of these paragraphs is void if the equipment is altered, or repair is attempted or made by other than Seller's repair facility.

**NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR REPAIRED, OVERHAULED, OR MODIFIED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT. ALL WARRANTIES EXPRESSED OR IMPLIED, ARE EXCLUDED WHEN THE MATERIAL OR EQUIPMENT IS SOLD “AS IS”.**

**6. PROPRIETARY INFORMATION.** Unless specifically agreed to separately in writing, any knowledge or information disclosed by the Buyer shall not be deemed confidential or proprietary in nature. All written information obtained by the Buyer from the Seller in connection with any work order or purchase order and which is identified as proprietary, including, but not limited to any specifications, drawings, and software programs, shall remain the property of the Seller and shall not be disclosed to any third parties without the prior written consent of the Seller.

#### 7. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the functions(s) set forth in the applicable specification (or absent a specification, as described in the applicable Service Bulletin). The Buyer shall not copy, modify, or disassemble the software, or permit others to do so.

**8. GOVERNING LAW.** This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida, U.S.A., as the same would be applied to transactions between residents thereof, but without regard to that state's conflict of laws principles and specifically excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

**9. RETURN MERCHANDISE.** The following criteria must be met by the Buyer, prior to the Seller's consideration of any warranty claim: a) no merchandise may be returned without prior return material authorization (RMA), by the Seller nor after thirty (30) days of receipt of merchandise. The Seller may refuse acceptance of any item returned without prior proper authorization. The Buyer is responsible for all transportation charges for returned products, b) warranty is void if the warranty seal and/or serial number is removed, defaced, altered, or broken, c) to obtain a refund or to obtain credit to be applied for future purchase, the Buyer must notify the Seller within three (3) days of receipt of merchandise, d) any claim for shipping discrepancies, returned product for credit, including freight damage, shortage, and/or conformity must be made within three (3) days of receipt of goods, e) special order merchandise is not returnable for credit or refund, any part specifically purchased by the Seller for onward sale, e) stock items returned are subjected to a 25% restocking charge, f) if the Seller determines that the product is not defective within the terms of the warranty, the Buyer shall pay the Seller all costs of handling and transportation plus a three hundred fifty (\$350) charge for No Fault Found (NFF) fee.

**10. Quotations/Repair Estimates.** a) Quoted prices are valid for thirty (30) days depending on the availability at the time of order. Prices are subject to change without notification, b) on products sent to the Seller for repair, a minimum of \$300 evaluation fee will be assessed per unit, unless otherwise stated by the Seller in writing. The evaluation fee will be waived should the Buyer authorize repair of the unit by the Seller, c) The Seller reserves the right to evaluation, scrap, including shipping costs when applicable, if approval of repair estimate is not received within 30 (thirty) days of the initial repair quote, d) an expediting fee of two hundred fifty dollars (\$250) will apply for same day or next day service requests.

**11. NO WAIVER.** No failure by either party to exercise and no delay in exercising any right power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.

**12. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, EQUIPMENT OR ASSOCIATED SOFTWARE DELIVERED HEREUNDER EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, EQUIPMENT, SOFTWARE OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT, (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER HEREUNDER.**

**13. PHYSICAL DAMAGE AND CANNIBALIZATION.** Except as otherwise specified, prices stated are for equipment subjected to normal use only. Physically damaged or cannibalized equipment, or equipment which has a secondary failure or parts availability problems, will be repaired only after Buyer approval of an estimate of additional charges.

**14. PRESERVATION, PACKING, AND PACKAGING.** Except as otherwise specified, Seller will use commercial standards to preserve, pack, and package equipment or return shipping to Buyer. Equipment returned to Seller must be packaged in the original shipping container or equivalent. Seller

**15. GENERAL PROVISIONS.** These General Conditions of Sale shall comprise the exclusive terms, conditions and agreements of the parties respecting Product Repair and Sales described herein, and supersede any provisions on the face and/or reverse side of Buyer's order or any prior agreement inconsistent with the provisions hereof. Acceptance by Buyer of such Product Repair or Sale covered hereunder shall, absent a contrary agreement in writing signed by Seller, constitute acceptance of these General Conditions of Sale. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof. In the event a suit is filed to collect the Buyer agrees to pay all court costs and attorney's fees.