



Terms & Conditions

Unless otherwise provided on the quotation, invoice, attachment or specifically agreed to in writing signed by the CUSTOMER ("BUYER") of the Products purchased hereunder (the "Parts") and AVENTURE INTERNATIONAL AVIATION SERVICES ("AVENTURE"), the sale of Parts to BUYER is made upon the following terms and conditions:

1. Payment and terms

The full net amount of the invoice without any further discount, is due and payable in cash, in U.S. dollars, within thirty (30) days from the date of the invoice, unless otherwise stated on the face of the invoice. If payment is not received by AVENTURE within such thirty (30) day period, in addition to any other available remedies, BUYER agrees to pay AVENTURE as agreed liquidated damages and not as a penalty, an amount equal to interest on the unpaid balance that would accrue at the lower of the rate on one-and-one half percent (1.5%) per month or the highest rate permitted by applicable laws from the 31st day after the invoice date. Title to material shipped does not transfer until payment is received.

A signed credit application must be on file for open terms. Credit terms are subject to the Terms and Conditions of our Credit Application. AVENTURE reserves the right to modify or withdraw credit terms at anytime without notice and to require guarantees, security or payment in advance of the amount of credit involved.

2. Taxes and Compliance with laws

In addition to all charges set forth in this invoice, BUYER shall reimburse AVENTURE for the amount of any sales or use tax imposed on AVENTURE by any taxing authority of any country, federal, state or local governments, as a result of the sale, use, delivery, storage or transfer of any material covered by this sales invoice. BUYER shall be responsible for complying with all Commerce Department rules regarding import and export regulations, foreign licenses applicable by any foreign government or US government and shall likewise comply with all Customs, Department of State and Treasury statutes as outlined in the applicable codes that affect this transaction.

3. Delivery

Delivery of the Parts shall be FOB AVENTURE's facility or other shipping location. Subject to Section 10, title to each part and risk of loss shall pass to BUYER upon delivery of the Part at that location to BUYER or its representative or to a carrier for shipment to BUYER. In the absence of written instructions from BUYER regarding the carrier to be used, AVENTURE shall select the carrier, but the carrier shall not be the agent of AVENTURE and AVENTURE shall not have liability for any damage or delay incurred during the shipment for BUYER. Any delivery dates quoted by AVENTURE makes no warranty or representation regarding, and shall have no liability to BUYER or any other party for, any infringement of patent, trade secret, trademark or similar proprietary rights of any third party resulting from the possession, use or ownership of the Parts. AVENTURE shall be entitled to refuse to make or delay any shipments of the Parts if BUYER shall fail to provide information required by AVENTURE to fill BUYER's order or shall fail to



pay when due payment owned by it to AVENTURE, whether under this or any other contract between AVENTURE and BUYER.

4. Indemnification

BUYER agrees to indemnify and hold AVENTURE, its owners, directors, officers, employees, agents harmless from and against all claims, liability, loss damage or expense, including all counsel fees arising from or by reason of (i) any injury or death allegedly caused by the use, sale, transfer or alteration of the goods sold hereunder, (ii) any damage to or destruction of any property or injury to any person or persons caused by BUYER or agent employed by BUYER. Such obligations of BUYER shall survive acceptance of the goods and payment by the BUYER.

5. Warranty and Disclaimer

AVENTURE's sole warranty obligation is that the title to the material sold herein is owned by AVENTURE is free of any liens and claims. BUYER agrees that AVENTURE will in no event be liable for any obligation of BUYER to any third party. Or for any other direct, incidental or consequential damages in connection with the product or services sold.

AVENTURE expressly disclaims on behalf of itself, and any of its supplier's of the material herein, any express or implied warranty, including the warranties of merchantability, and fitness for a particular purpose. Nothing herein shall prevent AVENTURE from assigning to any customer any manufacturer's distributors or repair station's warranty that may be assigned.

6. Return of Merchandise/ Title of Goods

No merchandise may be returned for credit by BUYER to AVENTURE without AVENTURE's written permission within 10 days of receipt of material and an RMA (Return Material Authorization) number and will be subject to a restocking fee of 15%. In addition, merchandise returned must have the original tags attached or else BUYER will be liable for the costs involved in recertifying the merchandise. In case of an exchange return, BUYER is responsible for the exchange fee, and is subject to a recertification test fee or repair/overhaul on the core Part returned as outlined in the AVENTURE Exchange Agreement.

7. Entire Contract

The express terms and conditions contained in the quotation, invoice or any continuation sheets; contain the entire understanding of the parties with respect to the sale of the Parts. Any terms and conditions proposed in BUYER's purchase order which added to vary from or conflict with the terms and conditions herein are hereby expressed objected to, and may become effective only if accepted by AVENTURE in writing. In addition to the above, all Exchange transactions are subject to the Exchange Agreement terms and conditions

8. Exchange Agreement

All exchange agreements are subject to the terms and conditions of our standard Exchange Agreement



9. Confidential Information

Except with AVENTURE's prior written consent, BUYER shall not use, duplicate, or disclose any trade secret or other confidential information of AVENTURE delivered or disclosed to BUYER in connection with BUYER's purchase of the Parts, except as required within BUYER's organization for the normal operation or maintenance of the Parts.

10. Export Compliance

For all international shipments, unless otherwise instructed by the Buyer, the Seller will obtain any and all necessary export licenses necessary to ship these Goods from the United States Government Department of State or Department of Commerce, if so required under the applicable U.S. Government export control regulations. Seller and Buyer specifically acknowledge that Seller's ability to obtain an export license is conditioned upon the ability of Seller and Buyer to conform to the laws and regulations of the U.S. Government and its various cognizant departments regarding the sale of the Goods or services to Buyer. Buyer agrees to provide any required documentation to Seller required to obtain an export license. Buyer understands that Seller is legally responsible for violations of U.S. export law; therefore, Buyer agrees that Buyer will, upon demand by Seller, make Seller whole as a result of any fines, penalties, or forfeitures resulting from errors or omissions of any freight forwarder not recommended or approved by Seller. Any technical data or defense service exported from the United States under these Terms and Conditions and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a person in a third country or to a national of a third country except as specifically authorized by the United States Department of State unless the prior written approval of that agency of the U. S. Government has been obtained, and this obligation shall remain binding on the Buyer and survive the term of delivery of any Goods or property from Seller. For all domestic shipments, the Buyer assumes all responsibility for any subsequent export of the Goods and shall indemnify Seller against any and all losses, liabilities, damages, costs, penalties, fines, civil or criminal or expenses arising from the improper or unauthorized export of Goods shipped following any purchase or sales made under this Agreement by Buyer or Buyer's customer, and Buyer by acceptance of these terms and conditions of sale, certifies that, if receiving defense articles, Buyer is legally registered with the Directorate of Defense Trade Controls and therefore eligible to handle such Goods.

11. Import Compliance

With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the Goods sold and purchased or serviced hereunder, Buyer shall be solely responsible for obtaining and complying with any and all import licenses or other authorizations which may be required for importing the Goods. Buyer shall be responsible for any and all taxes and custom fees assessed.

12. U.S Government Flowdown

Seller accepts only the flowdown of those government purchasing regulations (FAR, DFAR, etc.) made known to and accepted by Seller at time of price quotation. If a purchase or sale of Goods or services rendered to Goods under a purchase order requires compliance with any regulations not made previously known to and accepted by Seller, Seller reserves the right to re-price the Goods or cancel the applicable purchase order without any further liability.



13. Force Majeure

Buyer acknowledges that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Seller. Seller shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Seller. To the extent that such causes actually delay deliveries on the part of Seller, the time for the performance shall be extended for as many days beyond the date thereof as is required to obtain removal of such causes. This provision shall not, however, relieve Seller from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

14. Debarment of Buyer

If Buyer is debarred by the U.S. Government from participating in transactions which involve the export of goods (whether commercial or military), Seller has the immediately available option of canceling any purchase order without liability of any kind to Buyer. If Buyer is debarred by the U.S. Government from selling goods either directly to the government or from providing goods as a subcontractor in fulfillment of requirements originating with the U.S. Government, Seller has the immediately available option of canceling any and all Buyer purchase orders without any liability of any kind to Buyer.

15. AVENTURE's Security Interest

To secure the full performance of BUYER's obligations hereunder, AVENTURE retains and BUYER hereby grants to AVENTURE a purchase money security interest in the Parts, including all accessions to any replacements and proceeds of the Parts. BUYER shall cooperate fully with AVENTURE in executing such documents, including Uniform Commercial Code financing statements and filing under the rules of the Federal Aviation Administration, and effecting the filing and/or recording thereof as AVENTURE may deem necessary for the perfection and protection of such security interest. BUYER authorizes AVENTURE to sign any such financing statements or filing as BUYER's attorney-in-fact and to file a copy of the document as a financing statement with any appropriate additions to the information set forth herein. If BUYER defaults in making payments or in its other obligations hereunder, AVENTURE, in addition to its other rights and remedies provided in the Uniform Commercial Code and otherwise, may enforce its security interest and retake possession of the Parts in accordance with applicable laws. It is agreed that fifteen (15) days shall constitute reasonable notice to BUYER with respect to the enforcement of such rights and remedies in the event such notice is required by application laws. AVENTURE's security interest shall terminate upon full performance of BUYER's obligations hereunder. Prices do not include sales, use, excise or any similar tax. Any tax or other government charge upon the sale or shipment or use of the Parts where AVENTURE has to pay any tax or fee on behalf of the BUYER, the BUYER will pay to AVENTURE the paid amount unless BUYER is able to furnish a tax exemption certificate acceptable to the applicable taxing authority

16. Procurement

In addition, the distributor of surplus parts should have a procurement system which



assures that a part known to have been subjected to conditions of extreme stress, heat or environment are so identified, all Airworthiness Directives (AD's) that are represented as having been accomplished are documented. Certification of compliance shall specify AD number, AD amendment number, date, and method of compliance, i.e., "AD xx-xx-xx terminated (date). Replaced shaft seal with P/N _____ shaft seal (signature)"; and, and items identified as overhauled, repaired or modified have the appropriate signed and dated documentation attached to substantiate the condition of the part.

17. External Providers

Aventure shall ensure the adequacy of requirements prior to their communication to the external provider.

Aventure shall communicate to external providers its requirements for:

- a. the processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions);
- b. the approval of:
 1. products and services;
 2. methods, processes, and equipment;
 3. the release of products and services;
- c. competence, including any required qualification of persons;
- d. the external providers' interactions with the organization;
- e. control and monitoring of the external providers' performance to be applied by the organization;
- f. verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises;
- g. test, inspection, and verification;
- h. the use of statistical techniques for product acceptance and related instructions for acceptance by the organization;
- i. the need to
 - implement a quality management system;
 - use customer-designated or approved external providers, including process sources (e.g., special processes);
 - notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
 - prevent the use of suspected unapproved, unapproved, and counterfeit parts (see 8.1.4 and 8.1.5);
 - notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture;
 - flow down to external providers applicable requirements including customer requirements;
 - provide a certificate of conformity, test reports, or authorized release certificate, as applicable;
 - retain documented information, including retention periods and disposition requirements;
- j. the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;
- k. ensuring that persons are aware of:
 - their contribution to product or service conformity;
 - their contribution to product safety;
 - the importance of ethical behavior.

Any dispute arising out of the implementation of these terms and condition will be governed by the Uniform Commercial Code and the Laws of the State of Georgia.