

6350 NW 99th Ave – Doral, FL 33178 T: 305-477-1609 / F: 305-477-1876 www.aerospacealliance.net

LETTER OF TRANSMITTALS

Company Name:	Date:		
Attn:			
Tel:	_Fax:		
Number of pages including coversheet:			
Dear Sir or Madam,			
Thank your for your interest in Aerospace Alliance, Inc products. For us to enable to establish an account for your company, we need you to complete and provide the following information for us.			
 Credit Application Resale Certificate Copy 			

Thank you for your time to complete and provide the above forms and request.

Please fax back to us at (305) 477-1876 as soon as possible.

We look forward to a successful relationship of mutual benefit with your company.

3. Signature for the Polices & Procedures



ACCOUNT APPLICATION

Please fax completed form to: (305) 477-1876 or email it to $\underline{fran@aerospacealliance.net}$. Please mail the original completed form to Aerospace Alliance, Inc - 6350 NW 99th Ave - Doral, FL 33178.

Company Name:						Fax #:	
Billing Address:		City:	City:			Zip Code:	
Shipping Address (If different from above):		City:		State:		Zip Code:	
Website:	This Company is a: [] Corporation [] LCC [] Proprietorship [] LLCC	Corporation [] Partnership		Name of [] Parent Company or [] Subsidiary (if any):		Tax ID #:	
Established Date:	Type of Business:		D & B #:		Latest Ann	Latest Annual Sales:	
No. of employees:	Owner's Name:		President's Name:		CEO/CFO Name:		
Authorized Purchaser:	Tel #:		E-mail:				
Accounts Payable Contact:	Tel #:		E-mail:				
Product Line Intent to Purchase:	Requested Credit Line:		Term Requested (Indicate Preference): [] Prepaid; [] COD Cashier Check; [] COD Company Check; [] Net TermDays				
Bank References							
1. Bank Name:	Address:						
Contact Person:	Title:	Title:		Tel #:		x #:	
Checking A/C #: Date Open:			Saving .	A/C #:		ate Open:	
2. Bank Name: Address:					l .		
Contact Person: Title:			Tel #:		Fa	x #:	
Checking A/C #: Date Open:			Saving .	A/C #:	Da	ate Open:	



Aerospace Alliance, Inc - 6350 NW 99th Ave - Doral, FL 33178 - T: 305-477-1609/ F: 305-477-1876

Trade References							
1. Company Name:	Address:	Address:					
Contact Person;	Title:	Tel #:	Fax #:				
Account #:	Date Opened:	Credit Limit:	Term:				
2. Company Name:	Address:	Address:					
Contact Person:	Title:	Tel #:	Fax #:				
Account #:	Date Opened:	Credit Limit:	Term:				
3. Company Name:	Address:	Address:					
Contact Person;	Title:	Tel #:	Fax #:				
Account #:	Date Opened:	Credit Limit:	Term:				
4. Company Name:	Address:	Address:					
Contact Person;	Title:	Tel #:	Fax #:				
Account #:	Date Opened:	Credit Limit:	Term:				
Customer certifies that the ab	ove information is true and co	rrect and authorizes investig	ation of all credit references listed				
Authorized Officer's Sig	nature	Name & Title (Print)	Date				
S	ALES AND USE TAX CE	CRTIFICATE OF EXEM	MPTION				
<u> </u>	TEES THE COLUMN CE	THE COLUMN	(11 1101)				
Company Name:							
I HEREBY CERTIFY, That I hold a valid seller's permit #							
issued pursuant to the Sales and Use Tax Law; that I amengaged in the business of selling:							
			; that the tangible				
personal property described herein which I will purchase from Aerospace Alliance, Inc will be resold by me in the form of tangible property; PROVIDED, however, that in the event any of such property is used for any purpose other than retention,							
demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.							
-		•					
Description of property to be purchased:							
Authorized Purchaser's S	ignature Nai	me & Title (Print)	Date				

This Application and agreement is submitted by applicant to Aerospace Alliance, Inc, a Florida corporation, to obtain trade credit.

Company (Cornorate Name)

Aerospace Alliance, Inc reserves the right to decline credit to any applicant. In the event credit is extended to applicant, Aerospace Alliance reserves the right at any time thereafter to change or revoke such credit for any reason, including but not limited to, credit policy changes by Aerospace Alliance, applicant's financial condition, applicant's payment record, applicant's utilization of such credit limit. All products sales by Aerospace Alliance to applicant's will be subject to Aerospace Alliance's standard Sales Terms and Conditions as published on Aerospace Alliance's website at www.aerospacealliance.net at the time of sale. Any variance from those terms and conditions will be effective only if agreed to in writing by Aerospace Alliance prior to the time of sale.

Customer agrees to make payment in full to Aerospace Alliance, Inc for all amounts due according to Aerospace Alliance, Inc invoice(s). Customer also agrees to pay Aerospace Alliance, as interest, and amount equal to 1 1/2% per month, or the maximum provided by law (whichever is less) for invoices amounts that are past due. Should customer default in any such payment(s), Aerospace Alliance, Inc shall have the right, without notice to customer, to declare all invoice amounts due and payable. In the event Aerospace Alliance, Inc should commence any action or actions, or otherwise seek to enforce this agreement against customer, customer agrees to pay reasonable attorney(s) fees, court cost, and other expenses incurred by Aerospace Alliance, Inc whether or not suit is filed. This agreement is strictly confidential and is not transferable or assignable without prior written consent of Aerospace Alliance, Inc. Customer agrees that any change in liability for any debts incurred to Aerospace Alliance, Inc due to a change in customer's form of business, shall not be effective as to Aerospace Alliance, Inc, until Aerospace Alliance, Inc receives actual notice of the change by certified mail.

1. Authorized Officer Signatur	·e:		Date:
Print Name:			
2. Authorized Officer Signatur	·e:	Dat	re:
Print Name:		Position:	
	PERSO	DNAL GUARANTEE	
hereby unconditionally guarantee(s) terms indicated. The undersigned fuexclusive legal jurisdiction exercised Alliance, Inc shall have the right to proceedings against the Applicant and any invoices, this guarantee will remain	o Aerospace Alliance, Inc rther guarantee(s) all rend by the state and/or federal o proceed against Guarand d without previous notice in in effect and will apply to	•	ums due and owing, pursuant to the ersigned also agree(s) to submit to Miami, State of Florida. Aerospace Applicant without first instituting
Guarantor(President/Owner only)	Signature	Name & Title (Print)	Date
Social Secur	rity#	Driver's License # and Stat	de
Office Use:			
Account Number:		D & B Rating:	
Special Instruction:			
Approved By:	Ente	ered By:Da	te:



Terms of Sale

The following Terms and Conditions of Sale are applicable to all products (the "Products") offered between Aerospace Alliance, Inc (the seller) and the Buyer. The terms and conditions set forth herein supersede all prior negotiations and representations, if any no other representations by Seller or Seller's agent be binding upon Seller except as specifically set forth hereinafter.

1. ACCEPTANCE

Upon Acceptance of this offer by Buyer, a contract upon the terms stated will result. Acceptance shall be deemed to have been made upon receipt from Buyer of an executed copy of this form or not excluding other methods of acceptance, upon the receipt of an order by Seller from Buyer which agrees with the basic terms herein: description of the products, price, quality and delivery schedule. Seller objects to the inclusion of any different or additional terms proposed by the Buyer in its acceptance of this offer and if they are included in the Buyer's acceptance, a contract for sale will result upon Seller's terms stated herein.

2. STANDARD PRACTICES

Unless otherwise specifically stated herein, all products parts sold hereunder, (including those ordered to an exact specifications shall be produced and shipped in accordance with Seller's standard practices. All orders or contracts, as well as shipments applicable thereto, are subject to Seller's current schedules and government regulations, orders, directives, and restrictions, as may be in effect from time to time.

3. CREDIT APPROVAL

Purchases shall at all times be subject to the approval of Seller's credit department. Not with standing any other remedies, Seller may, at any time, decline to make any shipment or delivery except upon receipt of payment or security or other terms and conditions satisfactory to Seller.

4. TERMS OF PAYMENT

Terms of payment shall be established by Seller at the time the order is accepted, provide however, that Seller shall have the right to modify the terms of payment at any time prior to shipment, and may refuse to make delivery pending modification of the terms of payment which are satisfactory to Seller. Payment of any invoices provided shall be made as required therein. No cash discounts are allowable unless indicated on the face of the invoice.

All unpaid and overdue accounts shall bear interest at the rate of one and one-half percent (1 ½) per month, commencing thirty (30) days after delivery, or other agreed upon terms, until such time as the accounts is paid in full. All payments other than payment in full of the amount outstanding shall be credited first against interest, other charges, and then to the outstanding principal amount of the purchase price for the goods shipped or supplied. Buyer agrees to pay any collection cost incurred to collect the account balance, including courts costs, collections fees and attorney's fees of the unpaid principle and interests.

Unless otherwise specified, prices on the specified goods are exclusive of all federal, state, municipal, local or other governmental taxes, levies, assessments, duties or other charges or a like kind or nature. Wherever applicable, any tax or taxes may be added to the invoice as a separate charge to be paid by Buyer.

All products shall be delivered FOB, Seller's place of business, manufacturer's facility, when applicable, or otherwise if specifically stated in the invoice. Seller shall use its best efforts to deliver the products within the time quoted, but does not make any guaranties or representations therein. Seller shall not be liable for any loss or damage of any kind or nature whatsoever, whether direct, indirect, or consequential, caused by any delay in delivery Products shall be shipped in accordance to Seller's standard shipping process, or in the alternative, pursuant to specific request provided by Buyer subject to Seller's approval. Unless specifically stated on the face of the invoice, Buyer shall accept delivery of products in accordance with Seller's standard delivery of practices. Buyer is responsible to process all claims for product(s) damaged by carrier with carrier within 72 hours of receipt of products, any and all expenses related with the claim and is still liable for payment of goods to Seller.

8. SPĚCIAĽ ORDERS

Buyer acknowledges and agrees that any goods specifically purchased, manufactured or prepared for Buyer, may not be cancelled once the product has been ordered, manufactured (or is in the process of being manufactured). Buyer agrees that it shall be responsible for the full invoice amount, if said cancellation is made after the goods has been ordered, manufactured or are in the process of being manufactured.

9. FALILURE OR DELAY IN PERFORMANCE

Seller shall not be liable hereunder of any failure or delay in performance, when such failure or delay is caused by strikes, labor problems, accidental fires, delays in manufacturing, transportation, delivery of materials, acts of God; embargos; civil commotion; governmental actions, whether federal, state, municipal, foreign, or otherwise; or any other causes beyond Seller's control.

10. RETURN PRODUCT POLICY

All requests for return authorizations must be received by Seller within seventy two, (72) hours of delivery and submitted in writing. Seller will review request and submit an RMA to the Buyer if request is approved. All returns sent to Seller without prior written approval and an approved RMA will be refused or returned to Buyer at buyer's expense. For all unapproved products the Buyer is responsible for all freight/delivery charges. No return shall be allowed on special order products. Seller will accept no Products returned to it for credit or exchange unless (a) the products were purchased by Buyer form Seller and then only if such Products are still being offered for sale by Seller; (b) the Products have not been modified in any way from their original formula, carton, and condition; (c) are not expired and must have a minimum of 50% shelf life, where applicable; and (d) the Products are in full standard factory/AeroAll cartons. Unless otherwise agreed to in writing by Seller, transportation cost and risk of damage or loss in transit shall be borne by Buyer. Credit will be issued at Seller's invoiced price less its standard handling charge where applicable. A products authorized for returned by Seller that are returned by Buyer, resulting from Buyer's error in ordering the product, shall be subject to a twenty-five (25%) percent restocking charge.

11. EXCLUSION OF WARRANTIES

SELLER PROVIDES NO WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE GOODS SUPPLIED, AND ANY IMPLIED WARRANTY OR CONDITION OR MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS HEREBY EXPRESSLY DISCLAIMED, WHETHER IMPLIED OR

12. BUYER REMEDIES

If the goods furnished to Buyer shall fail, whether due to Seller's negligent acts or omissions, or otherwise, failure to conform to this Agreement or to any expressed or implied warranty, if any, is expressly given on the face of this form, during a period not to exceed thirty (30) days from the date of shipment, Seller shall, at its option, either credit or refund the purchase price, repair such non-conforming goods at a mutually satisfactory location, or replace such goods at the original point of delivery, and shall furnish instructions for its disposition. Buyer's exclusive and sole remedy on account or in respect of furnishing goods that shall fail, whether due to Seller's negligent or omission's of otherwise, to conform to this Agreement, or to any express or implied warranty, if any, as expressly given on the face of this form, during a period not to exceed thirty (30) days from the date of shipment, shall be to secure reimbursement, repair or replacement thereof as aforesaid. Seller shall not in any event be liable for the cost of any labor expended on any such goods or any special direct indirect, incidental or consequential damage to anyone in contract or trot by

reason of the fact that such goods do no conform to this Agreement or to any express or implied warranty.

IF THERE ARE NO EXPRESS WRITTEN WARRANTIES ON THE FACE OF THIS FORM, BUYER IS PURCHASING THE GOODS IN "AS IS" CONDITION, WITH NO WARRANTIES OF ANY KING GIVEN BY SELLER.

13. TITLE AND RISK

Unless specifically stated herein, all sales of products hereunder are FOB Seller's location and title to such products shall pass to Buyer upon delivery by Seller to a carrier for transportation to Buyer. Title to any product sold FOB destination shall pass to Buyer upon arrival at the destination specified and charges at destination for spotting, switching, handling, storage, and other accessitorial services shall be for Buyer's account. All risk of loss shall be and remain at the risk of Buyer from and after the date at which title passes.

14. APPLICABLE LAW

This Agreement shall be deemed to have been made in the State of Florida, and its provisions, interpretation and performance shall be governed by the laws of the State of Florida. Any and all claim and/or actions against either Buyer or Seller arising directly or indirectly from this Agreement shall be brought only in the courts of Miami-Dade County - Florida, having appropriate subject matter jurisdiction within the State of Florida.