



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.

5. OVERDUE ACCOUNTS

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.

6. TAXES

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.

7. DELIVERY

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. SPECIAL 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. FAILURE 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 from 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 WXPRESSED.

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 accessorail 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.