

TERMS AND CONDITIONS SALES DISTRIBUTION

All transactions are subject to MAHS standard Terms and Conditions available at www.miamiaerospace.com or upon request. MAHS rejects all other Terms and Conditions unless otherwise agreed upon in writing by an authorized MAHS representative.

- 1. Seller's Limited Warranty and Limitations of Liabilities:** Merchandise supplied by company are warranted only to the extent of guarantee given by the original manufacturer. Warranties set forth herein are in lieu of any and all other guarantee expressed or implied including the warranties of merchantability and fitness for a particular purpose or use or respecting infringement. MAHS, makes no warranty, expressed or implied, of results to be obtained.

However, seller will transfer to buyer whatever transferable warranties and indemnities seller received from the manufacturer of the products. With respect to products which do not meet applicable manufacturer's specifications and with respect to value-added work by seller which does not meet applicable buyer's specifications: Seller's liability is limited (at seller's election) to (1) Refund of buyer's purchase price for such products (without interest). (2) Repair of products, or (3) Replacement of such products provided however, that such products must be returned to seller, along with acceptable evidence of purchase, within ten (10) days from date of delivery, transportation charges prepaid. Buyer shall not in any event be entitled to and seller shall not be liable for indirect, special, incidental or consequential damages of any nature including without being limited to loss of profit, loss of data use, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers. Buyer's recovery from seller for any claim shall not exceed buyer's purchase price for the products irrespective of the nature of the claim whether in contract, tort warranty or otherwise. Buyer is responsible for installation and use in accordance with manufacturer's instructions.
- 2. Certificate of Conformance and Traceability:** Seller warrants to buyer that the products will conform to the applicable manufacturer's specifications for such products and that any value-added work performed by seller on any such products will conform to applicable buyer's specifications relating to such work. Seller hereby certifies that this shipment is part of the shipment covered by the manufacturer's documentation. Results of all substantiating tests and other evidence supporting such documentation are either on file with seller or will be requested from the manufacturer of the products if required by buyer.
- 3. Prices:** All quotations are made for immediate acceptance and are subject to change without notice. Prices are EXW Factory, all lead time may be subject to change. Prices do not contain costs for airfreight packing and customs declaration of shipment unless otherwise specified and are subject to change without notice. Prices are stated in United States Dollars.
- 4. Payment:** Unless credit terms have been extended to buyer in writing by MAHS credit department and collection or unless other credit terms are included in delivery documents for the products, payment terms are net 30 days in US currency. MAHS reserves the right to modify or withdraw credit terms at any time without notice. Buyer shall pay MAHS all cost incurred by it in collecting any past due account from buyer, including all court costs and attorney's fee under applicable law.
- 5. Credit:** Seller may in its sole discretion at any time and from time to time change the terms of buyer's credit, require payment in cash before shipment of any or all of the products specified herein, and/or require anticipated payment of any or all amounts due or to become due under this contract
- 6. Cancellation:** Buyer may cancel an order by mutual agreement based upon payment to MAHS of reasonable and proper cancellation charges.
- 7. Returned Goods:** All returned parts subject to 20% restocking charge. No refund for special orders. No refund for parts returned after 10 days from date of invoice. Material to be returned must have prior authorization by MAHS. Customer is responsible for the original freight charge and the freight back to MAHS.
- 8. Delivery:** Delivery dates given in advance of actual shipment are approximate. Buyer agrees to make an examination and test of all products delivered hereunder upon arrival. Claims for shortages should be filed with the carrier. Delivery route shall be the election of seller unless specifically designed by buyer. Seller is not responsible for material damaged during transit. All items shipped from Europe by FedEx P1 on Customer account, customer is responsible for all import duties fees, etc. associated with shipment. Items shipped from USA, Customer is responsible for freight, shipping charge, hazmat fee, and customer should provide account number of selected carrier when placing order.
- 9. Title:** It's agreed that the material is sold and delivered with the condition that the title is to remain in MAHS until the entire invoice amount has been paid in full. By accepting the materials, buyers expressly agrees to all terms and conditions set forth in this sales distribution terms and acknowledges and agrees that the transfer of the material to buyers is expressly conditioned upon such acceptance and shall be solely governed by the terms and conditions set forth in these document. Once buyer fully acknowledges and agrees that the terms and conditions of any buyer issued purchase order or similar documents are hereby null and void.
- 10. Orders:** Each order for products is subject to acceptance in writing by seller. Special orders for items not normally stocked are non-cancelable and non-returnable. Min. orders \$50.00 dollars or full cases.
- 11. Taxes:** All taxes or other charges now or hereafter imposed by any government authority upon sale, purchase, resale, delivery, shall be paid to seller by buyer in addition to the purchase price of the products.
- 12. Compliance with Laws:** Without prior written consent of United States Government none of the goods or data sold or made available hereunder, or the products or parts therefore produced by use of any data furnished hereunder, shall be exported to any area which from time to time The United States determines to be an unauthorized destination.

In case of products that may be exported, buyer will be responsible for all U.S. export compliance requirements including, but not limited to, filing the export declaration (AES EEI filing), commodity classification, licensing, and screening. Specifically, the export declaration will be made in buyer's name as the U.S. Principal Party in Interest and under buyer's EIN.
- 13. Resale:** If buyer resell the product, buyer is responsible for passing on to its customers the information contained in the MSDS, and giving them appropriate warnings and handling instructions as necessary to help ensure safe usage of the product.
- 14. Use of Product:** The conditions of the use of the product, and the suitability of the product for user's particular purposes, are beyond our control. Thus, the user, therefore assume all risks of the use of the product. MAHS shall in no event be responsible for any damages, of whatever nature, directly or indirectly, resulting from of the product or from the publication of, use of or reliance upon data contained in the enclosed MSDS.
- 15. Attorneys Fees:** In the event of any litigation buyers failure to pay for the materials or the services provided under this agreement, all reasonable costs incurred including staff time, court costs, attorneys fees and all others related expenses in such litigation.