SOUNDAIR REPAIR GROUP, LLC TERMS AND CONDITIONS OF SALE

All invoices are subject to these terms and conditions of sale which supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Soundair otherwise agree in a writing signed by an authorized officer of Soundair:

**I. DELIVERY AND RISK OF LOSS** Soundair assumes the risk of loss to Buyer’s property upon receipt and acceptance of such property by Soundair at Soundair’s facility located at 1826 Bickford Ave, Snohomish, Washington. Delivery shall be FOB Soundair’s facility in Snohomish, Washington. Buyer shall designate a carrier to pick up such property at Soundair’s facility. If Buyer fails to designate a carrier, Soundair shall select a carrier for shipment to

Buyer. Risk of loss to Buyer’s property (including any new or replacement parts incorporated in such property during the performance of repairs by Soundair) shall pass to Buyer upon Soundair’s delivery to carrier. Title to any new or replacement parts or items supplied by Soundair during the course of repairs shall pass to Buyer upon delivery to the carrier.

**II. PAYMENT** Payment terms are net thirty (30) days from submittal date of Soundair’s invoice, unless otherwise agreed to and so notified prior to shipment.

**III. WARRANTY** Unless otherwise agreed, Soundair warrants to Buyer that all goods repaired or overhauled, will be free from defects in workmanship and will contain materials required by the applicable specifications furnished in connection with the necessary repairs or overhaul.

REPAIR: If within 6-months *(unless specifically stated otherwise under separate notification)* from the time of delivery to Buyer any such goods are found to be defective in

workmanship, Soundair will repair or replace (at Soundair’s option)

such goods;

OVERHAUL: If within one (1) year *(unless specifically stated otherwise under separate notification)* from the time of delivery to Buyer any such goods are found to be defective in workmanship, Soundair will repair or replace such goods, (at Soundair’s option);

at its expense, with reasonable promptness, with any returned product being rewarranted for the unexpired term of the original warranty provided and conditioned that:

A. The affected part shall not have been previously altered, repaired, or serviced by anyone other than

Soundair; and

B. The Soundair repair tag on affected part shall not have been altered or removed; and

C. The affected part shall not have been misused; and

D. The affected part shall be shipped or brought to Soundair, freight prepaid, and shall be accompanied by all necessary information pertaining to when the part was originally repaired or overhauled by Soundair including the applicable purchase order number and date of Buyer receipt of said part.

E. The affected part shall be shipped or brought to Soundair, freight prepaid, and shall be accompanied by all necessary information pertaining to when the part was originally repaired or overhauled by Soundair including the applicable purchase order number and date of Buyer receipt of said part.

*EXCLUSIONS*: Said warranty shall apply only to the extent of repairs performed by Soundair, and when goods have been installed, operated, and maintained in accordance with applicable Manufacturer’s specifications. Piece parts or subassemblies exhibiting evidence of normal wear and tear are not covered by this warranty. Warranty does not cover delamination or heating element failure for cockpit windshield or window assemblies, except that in the event new or rebuilt replacement glass panels have been installed, the applicable OEM warranty will be assigned to Buyer. No agreement varying or extending the foregoing warranties will be binding upon Soundair unless in writing, signed by a duly authorized officer of Soundair. The foregoing warranty is expressly given only for the benefit of Buyer, and may not be transferred or assigned to any third party without the prior written consent of Soundair.

THE FORGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN BY SOUNDAIR AND ACCEPTED BY BUYER IN LIEU OF (I) ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, ARISING UNDER THIS AGREEMENT, THE LAW OF CONTRACTS, OR THE LAW OF TORTS (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) AGAINST SOUNDAIR, WHETHER OR NOT ARISING FROM THE NEGLIGENCE ACTUAL OR IMPUTED, OF SOUNDAIR OR ANY OTHER PARTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED ABOVE.

**IV. INSPECTION** Buyer shall hold any repaired or overhauled items which appear to be nonconforming for Soundair’s instructions, which instructions shall not be unduly withheld. Buyer shall not delay payment of any invoice pending inspection.

**V. EXCUSABLE DELAY** Buyer acknowledges that any delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Soundair. Soundair shall not be liable for any delay,

non-delivery, or other failure to perform due to delays of suppliers, acts of God, or the public enemy, compliance in good faith with any applicable foreign or domestic government law, regulation, or order (whether or not the same proves to be valid or invalid), fires, riots, labor disputes, unusually severe weather, epidemics, quarantine restrictions, embargoes, or any other like or unlike causes which is beyond the reasonable control of Soundair. To the extent that any such cause delays delivery by Soundair, the time for performance shall be extended for as many days beyond the delivery date as required to obtain removal from such causes. The provisions of this paragraph (V) shall not relieve Soundair from using its reasonable efforts to avoid and remove any such causes, and to continue performance with reasonable dispatch whenever such causes are removed.

**VI. LIABILITY LIMITATION** Buyer agrees that under no circumstances shall Soundair be liable for (a) any special, indirect, incidental, or consequential losses or damages, or (b) for any loss of profit, loss of use, loss of opportunity, or any cost, or damage resulting from such loss. Without extending or modifying the warranties set forth above, Buyer agrees that in no event will Soundair be liable for any expenses, losses or damages exceeding the cost of repair or replacement of the items repaired or overhauled. Any damages paid, as well as any expenses incurred, and any settlements made, concerning any repaired or overhauled item shall be credited against Soundair’s aggregate liability to Buyer.

**VII. TAXES** In addition to the agreed price of any services, any and all taxes (excluding income or excess profit taxes) which may be imposed by any taxing authority arising out of the sale, delivery, or use of the repaired or overhauled items and for which Soundair may be held responsible for collection or payment, either on its own behalf or behalf of Buyer, shall be paid by Buyer to Soundair upon Soundair’s demand.

**VIII. GOVERNING LAW** Any and all disputes concerning interpretation or enforcement of these Terms and Conditions shall be governed by the laws of the State of Washington, as though any and all acts or omissions occurred within the State of Washington. Buyer agrees that any legal action against Soundair shall be brought in the state and federal courts for King and Snohomish Counties in the State of Washington. Buyer hereby consents to venue and jurisdiction in said courts.

**IX. THESE TERMS AND CONDITIONS CONTROL** These Terms and Conditions shall govern all transactions by Soundair. Any acceptance of these Terms and Conditions is limited to acceptance of the express terms contained herein. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of these Terms and Conditions in any purchase order or other documents sent by buyer is hereby objected to in writing by

Soundair. Any such variance shall be deemed a material alteration of these Terms and Conditions. If these Terms and Conditions shall be deemed to be an acceptance of a prior purchase order by Buyer, such acceptance is limited to the express terms contained herein. Any additional terms or any attempt by Buyer to vary in any degree in any of the

terms of these Terms and Conditions shall be deemed material and objected to and rejected unless agreed to in writing signed by Soundair.

**X. MATERIALS** Buyer’s property returned after repair or overhaul by Soundair may contain new or reconditioned

parts, or parts other than those contained in Buyer’s property when delivered to Soundair.

**XI. WIRE TRANSFERS** All wire transfers of funds are subject to a 35USD wire transfer fee.