



TERMS AND CONDITIONS OF SALE

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Unless and to the extent that a separately negotiated contract exists between the parties, purchase orders placed with B/E AEROSPACE, INC. and its affiliates and subsidiaries (collectively, "Seller") are subject exclusively to these terms and conditions of sale (these "Terms") which shall apply to and form a part of every purchase order issued by Buyer ("Purchase Order(s)") and shall supersede and replace any other terms and conditions appearing on a Purchase Order form. Nothing contained in or attached to any Purchase Order will operate to modify or add to the provisions of these Terms unless it is the mutual intent of the parties as stated in writing to so modify or add to these Terms in respect to a specific Purchase Order.

Section 1 - Products To Be Supplied.

Seller shall sell and deliver to the procuring party ("Buyer") and Buyer shall purchase and accept delivery and pay for, subject to the terms and conditions hereinafter specified, products and materials supplied by Seller for use in aircraft and other applications ("Products") as may from time to time be ordered by Buyer.

Section 2 - Ordering Procedures.

Purchase Orders shall include (i) the Purchase Order number; (ii) Seller's quotation number, if applicable; (iii) Seller's part number(s); (iv) general description of the Products to be provided including, if applicable, specifications referenced in Seller's quotation; (v), prices; (vi) quantities; (vii) requested date or dates of delivery; (viii) location to which Products are to be shipped; (ix) Buyer's carrier and mode of transportation plus any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable; and (x) instructions regarding invoicing. Seller shall, within ten (10) business days of receipt of a Purchase Order, either accept a Purchase Order issued in accordance with the provisions hereof with a firm Purchase Order acknowledgment or Seller shall notify Buyer of the reason Seller declines to accept the Purchase Order if it is inconsistent with these Terms and/or Seller's quotation. Seller's acknowledgement shall provide a firm delivery commitment for Products ordered.

Section 3 - Change Orders.

Modifications to any Purchase Order which affect Seller's performance, including but not limited to changes in the specification, delivery time, or interchangeability of any Product can only be accomplished in a writing signed by the authorized representatives of Buyer and Seller (a "Change Order"). Change Orders shall include the reason for the change; a description of the change; the effect on the specification, price, delivery time and/or interchangeability of the Product; and the effective date of the change.

Section 4 - Pricing.

Unless stated otherwise is Seller's proposal, Product prices are valid for 90 days from quotation. The prices set forth in Seller's proposal or Price Book, as applicable, shall be firm, fixed prices, ex-works Seller's facility, and shall be subject to adjustment (1) based on delivery dates in accordance with the price escalation formula described in Seller's proposal, if applicable, (2) due to any Change Order, or (3) if Seller is required to comply with any new industry wide regulatory standards. All pricing of Products listed in Seller's Price Book shall be based upon the prices set forth in Seller's Price Book in effect on the date of shipment by Seller of Buyer's Purchase Order. Unless otherwise noted in Seller's proposal or Price Book, all prices are in U.S. dollars. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Section 5 - Taxes, Duties and Other Charges.

All prices are exclusive of any sales, use, excise, value-added or other taxes, duties or similar charges which may be imposed by any relevant taxing authority arising from the sale, use or transfer of any Product delivered or performed under a Purchase Order. Any such taxes, duties or similar charges shall be for the account of Buyer. In addition to the purchase price of the Products, Buyer shall reimburse Seller upon demand for the amount of any such taxes, duties or similar charges required to be paid or collected by Seller. If Seller has reason to believe that any such tax, duty or similar charge will be applicable, Seller shall separately state the amount of any such tax, duty or similar charge in its invoice. Notwithstanding the above, Buyer shall in no event be responsible for any income taxes payable by Seller to any relevant taxing authority.

Section 6 - Delivery.

Unless otherwise stated in Seller's proposal, delivery of Products shall be Free Carrier - FCA Seller's facility Incoterms 2010. Seller shall ship Products by the mode and carrier designated by Buyer in accordance with the shipping instructions provided in the applicable Purchase Order. Where Buyer provides no instructions for the method of shipment, the method of shipment shall be at Seller's discretion. Seller reserves all rights with respect to delivered Products permitted by law including, but not limited to, the rights of rescission, repossession, resale, and stoppage in transit until the full amount due from Buyer in respect to all delivered Products has been paid in full. Title and risk of loss shall pass to Buyer upon delivery to the FCA point or upon delivery into storage (in the event of a "ship in place" shipment). All shipping expenses from the FCA point to Buyer, including transportation and insurance costs, shall be for the account of Buyer. If such shipping expenses are prepaid by Seller on behalf of Buyer, such expenses shall be payable to Seller upon demand. Seller reserves the right to make partial shipments against total Purchase Order requirements and deliver in advance of the scheduled delivery date whenever possible.

Section 7 - Buyer Furnished Equipment.

A complete listing of any equipment, fit check parts, design and substantiation data, and test equipment that Buyer shall furnish to Seller that is necessary for the supply of Products ("BFE") shall be as specified in Seller's quotation. BFE shall be delivered DDP Seller's facility Incoterms 2010 with all shipping expenses, insurance costs, taxes, duties, or any other charges incurred as a result of the procurement or transportation of such BFE prepaid by Buyer. In addition, Buyer shall provide all required installation instructions and any test equipment required by Seller in order to functionally test the BFE at Seller's facility

unless Buyer provides to Seller, in writing, a waiver of any functional test requirements. Buyer warrants to Seller that all BFE shall meet and be in full compliance with all applicable regulatory requirements in effect at the time of its incorporation into the Products and Buyer shall deliver to Seller any documentation required by the relevant regulatory authority. Unless otherwise specified in Seller's proposal, all BFE is required to be received by Seller sixty (60) days prior to the date of Seller's delivery commitment to Buyer, as specified in each Purchase Order, in order to accommodate Seller's production schedules. In the event of a delay in delivery of any BFE which is adversely impacting Seller's delivery commitment to Buyer, Seller shall have the right, in addition to such other remedies as it may have available to it, to either (1) suspend manufacture of the Products at the level of assembly requiring the delayed BFE and deliver the Products on a "ship in place" basis by placing the Products into storage; or (2) deliver the Products to Buyer with the delayed BFE uninstalled. In addition, Seller shall have the right to invoice Buyer for that portion of the price applicable to the percentage of the Product completed and, if applicable, Seller shall have the right to invoice Buyer for (1) reasonable expenses incurred by Seller for the preparation, placement and removal of the Products into storage and (2) out-of-sequence charges incurred by Seller.

Section 8 - Payment Terms.

Unless otherwise stated in Seller's proposal, payment terms are thirty (30) days from the date of Seller's invoice; subject to Buyer's successful credit application. Seller may re-evaluate Buyer's credit standing at all times. If Seller determines in its sole discretion that Buyer fails to qualify for such payment terms at any time, then Seller may without notice to Buyer, modify or withdraw credit terms. Any advance payments shall be as specified in Seller's proposal. Where and to the extent specified in Seller's proposal, an irrevocable letter of credit, confirmed by a bank designated by Seller, may be required, such letter of credit shall be subject to review and concurrence by Seller as to its content prior to issuance. All fees and expenses in connection with such letter of credit, and its confirmation, shall be borne by Buyer. Buyer's payment(s) must be accompanied by remittance detail containing at a minimum Seller's invoice number and amount paid per invoice. Payments must be in accordance with the "Remit To" field on each invoice.

Section 9 - Past Due Payments.

In the event that Buyer shall fail to make any payments when due, then Buyer shall pay to Seller finance charges on delinquent amounts, based on the London Interbank Offered Rate ("LIBOR") plus five percent (5%), or if lower the maximum amount permitted by law, during the applicable period that

payments are late and calculated from the first date on which such payment is overdue through the date of actual payment. All finance charges are immediately due and payable as they accrue. In addition, immediately after written notice to Buyer for payment thereof and for so long as such indebtedness shall remain unpaid, Seller shall have the right, in addition to such other remedies as it may have available at law or in equity, to (i) withhold future deliveries to Buyer against all existing or future Purchase Orders which Buyer may have with Seller ; (ii) make future deliveries on a Cash In Advance (C.I.A.) or confirmed, irrevocable Letter of Credit (C.L.O.C.) basis against all existing or future Purchase Orders which Buyer may have with Seller; (iii) refuse to process any credit to which Buyer may be entitled; (iv) set off any credit or sum owed by Seller to Buyer against any undisputed amount owed by Buyer to Seller; (v) declare Buyer's performance in breach and immediately terminate the Purchase Order; (vi) charge storage or inventory carrying fees on Products; (vii) recover all costs of collection including, without limitation, reasonable attorneys' fees; (ix) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (x) combine any of the above rights and remedies as may be permitted by applicable law . Until the purchase price and all other sums due pursuant hereto are paid in full, Seller retains a security interest in the Products sold to Buyer and Buyer shall execute financing statement(s) on request and Buyer irrevocably authorizes Seller to execute and file the same.

Section 10 - Disputed Invoices.

If Buyer disputes any invoice, or portion thereof, rendered by Seller, Buyer will so notify Seller within ten (10) working days of the date of Seller's invoice and failure to provide notification within said period shall be deemed acceptance of Seller's invoice by Buyer. The parties will use all reasonable efforts to resolve such disputes expeditiously. Notwithstanding any invoice disputes, Buyer shall promptly remit payment on those invoices, or portions thereof, not in dispute.

Section 11 - Specifications.

All Products shall conform to the specification agreed to by Buyer and Seller in the applicable Purchase Order, which shall be based on the airframe manufacturer specifications in effect as of the date of the Purchase Order.

Section 12 - Buyer Requested Design Changes.

Seller shall review all specification changes requested by Buyer on a Product and shall promptly advise Buyer as to whether such a change is technically

feasible and, if so, the effect on unit price, delivery schedule, interchangeability or technical performance.

Section 13 - Seller Initiated Product Improvements.

Prior to delivery of any Product covered by a Purchase Order, Seller reserves the right, without Buyer's consent or the necessity of a Change Order, and at no charge to Buyer, to incorporate any design modifications, engineering changes or improvements in the specification of a Product provided that unit price, delivery schedule, interchangeability or technical performance are not affected.

Section 14 - New Regulatory Authority Standards.

Prior to delivery of any Products covered by a Purchase Order, Seller shall incorporate those design modifications or engineering changes required to comply with any new mandatory industry wide regulatory standards imposed subsequent to the date of the Purchase Order. Seller shall notify Buyer immediately upon determination that such modifications or changes are to be incorporated. If any such modification or change results in an increase in the cost of, or time required for, performance of a Purchase Order, an equitable adjustment shall be negotiated in the price or delivery schedule. Any delay in delivery due to incorporation of such a modification or change shall be considered as an Excusable Delay.

Section 15 - Certification/Documentation.

All Products shall be certified to Federal Aviation Administration of the United States (FAA) standards, and shall meet all applicable European Aviation Safety Agency (EASA) requirements other than those that contravene FAA requirements, in effect on the date of shipment. All Products shall be accompanied by FAA Form 8130-3 or EASA Form 1, as required, and all other required regulatory authority documentation.

Section 16 - Inspection and Acceptance.

Final inspection and acceptance by Buyer shall be made within thirty (30) days of the date of delivery of a Product. Failure to provide written notification of rejection explaining the basis for rejection within said period shall be deemed acceptance of a Product by Buyer. Once accepted, Buyer's only recourse or remedy for non-conforming or defective Products shall be as provided in the warranty section of these Terms. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option, or credit Buyer with the purchase price if repair or replacement is not possible. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit, except that Seller will reimburse Buyer for normal and reasonable surface shipping costs incurred to return properly rejected

Products to Seller's designated facility. If Seller reasonably determines that rejection was improper, Buyer will pay all expenses relating to the improper rejection. Buyer will comply with Seller's return material authorization policies and will ship Products to Buyer suitably packed for shipment to prevent damage in transit in accordance with Seller's standard shipping practices.

Section 17 - Packaging.

All Products shall be prepared and packaged in accordance with generally accepted industry practices suitable for the means of transportation chosen by Buyer for the shipment. All shipping containers shall comply with Category III of ATA Specification No. 300 (or to an equivalent but no lesser standard).

Section 18 - Warranty

Unless otherwise stated in Seller's proposal, Seller warrants that at the time of shipment to Buyer all Products shall conform to the applicable specifications, and for a period of one (1) year from date of shipment will be free from defects in material and workmanship. The foregoing warranty only applies to Products under normal use and serviced in accordance with Seller's installation, operating, maintenance and other written instructions. Buyer must notify Seller in writing during the warranty period of a nonconformance and, within thirty (30) calendar days of discovery of the nonconformance, Buyer must disposition the Product in accordance with Seller's written instructions. Seller's obligation and Buyer's sole remedy under this warranty shall be limited to the repair or replacement of the nonconforming warranted Product, or any part thereof, solely at the option of the Seller. All Products repaired or replaced are warranted only for the unexpired portion of the original warranty period. Buyer will comply with Seller's return material authorization policies and will ship Products to Seller suitably packed for shipment to prevent damage in transit in accordance with Seller's standard shipping practices. THE WARRANTIES PROVIDED BY SELLER, AND THE REMEDIES OF BUYER, PROVIDED UNDER THIS ARTICLE, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN, ORAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE. THESE WARRANTY PROVISIONS ARE ALSO IN SUBSTITUTION OF ANY OTHER OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT IN STRICT LIABILITY IN

TORT OR ANY RIGHT ARISING FROM NEGLIGENCE, ACTUAL OR IMPUTED, ON THE PART OF SELLER. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF WARRANTY OR CONTRACT OR ALLEGED NEGLIGENCE OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE, OR ANY LIABILITY OF BUYER TO ANY THIRD PARTY, OR LOSS OF OR DAMAGE TO ANY AIRCRAFT OR PRODUCT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO AGREEMENT VARYING THIS WARRANTY OR THE OBLIGATIONS OF SELLER HEREUNDER WILL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER.

Section 19 - Limitation of Liability

THE PRICE ALLOCABLE IN THIS PURCHASE ORDER TO ANY PRODUCT ALLEGED TO BE THE CAUSE OF ANY LOSS OR DAMAGE TO BUYER SHALL BE THE CEILING LIMIT OF SELLER'S LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF, WHETHER LIABILITY IS FOUNDED IN NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, OR STRICT LIABILITY WHETHER ARISING OUT OF OR IN CONNECTION WITH (1) THIS PURCHASE ORDER OR (2) THE DESIGN, MANUFACTURE, DELIVERY, SALE, REPAIR, REPLACEMENT OR USE OF ANY SUCH PRODUCT ,OR OTHERWISE. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS.

Section 20 - Proprietary Rights.

Sale of the Products does not convey to Buyer any right or license under any present or future patent, trademark, copyright, trade secret or other intellectual property right owned, controlled, or licensed by Seller ("Intellectual Property") nor any right to use Seller's Proprietary Information (defined below) which is incorporated or embodied in Products other than as set forth in these Terms. If Buyer engages a third party to manufacture and/or sell any Products which incorporate or embody Seller's Intellectual Property and/or Proprietary Information or seeks for itself

regulatory approval or certification of any Products from any United States or other government agency or authority, such act will constitute (i) an infringement of Seller's Intellectual Property, or (ii) an unauthorized use of Seller's Proprietary Information, and injunctive relief shall be the specific remedy therefor, in addition to all other remedies available at law or equity.

Section 21 - Patent Indemnity.

Subject to the limitations set forth below, Seller shall defend and indemnify Buyer against and hold harmless Buyer from all claims, suits, judgments, losses, damages, fines and costs (including reasonable legal fees and expenses), resulting from any rightful claim that any Product manufactured by Seller hereunder infringes any valid United States patent owned by a third party. If any court of competent jurisdiction holds such a Product to constitute infringement, Seller shall pay any costs and damages finally awarded on account of such infringement and, if the use of such Product is enjoined, Seller shall, at its option, either (1) procure for Buyer the right to use the Product free of any liability for infringement, (2) replace the Product with a non-infringing interchangeable substitute otherwise complying with all the requirements of the Purchase Order, or (3) modify the Product so that it becomes non-infringing without impairing its performance or interchangeability. Seller shall, at its own expense, defend all claims or suits brought against Buyer on the grounds that any Product infringes any patent or other intellectual property right provided that Buyer (1) shall have made all payments due, (2) immediately delivers to Seller all infringement notices and other papers received by or served upon Buyer, (3) permits Seller to assume or control the defense of such suit, and (4) provides all information and assistance reasonably required by Seller for the conduct of such defense. Buyer shall defend and indemnify Seller against and hold harmless Seller from all claims, suits, judgments, losses, damages, fines and costs (including reasonable legal fees and expenses), of patent infringement resulting from (1) material, items and components manufactured by Seller to Buyer's specification, (2) Buyer's use of the Products in a manner in which the same were neither contemplated nor designed, (3) any claim that the use of an unauthorized modified version of the Products or of any unauthorized combination thereof with any other device, equipment or technology infringes a patent right of a third party, provided that the infringement would not have occurred except for the modification or combination, (4) Buyer's failure to use non-infringing interchangeable substitute Products furnished by Seller to avoid infringement and (5) a patent right owned, controlled or licensed by Buyer or its affiliates. THE INDEMNITY, OBLIGATIONS AND LIABILITIES OF SELLER AND THE REMEDIES OF BUYER PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND

RENOUNCES, ALL OTHER INDEMNITIES, WARRANTIES (EXPRESSED OR IMPLIED OR STATUTORY), OBLIGATIONS AND LIABILITIES OF SELLER AND RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST SELLER WITH RESPECT TO ANY INFRINGEMENT.

Section 22 - Excusable Delay.

Seller will not be liable to Buyer for any failure to meet its obligations due to any cause beyond Seller's reasonable control and not occasioned by its fault or negligence (an "Excusable Delay"). Excusable Delay events may include but are not limited to (i) delays or refusals to grant an export license or the suspension or revocation thereof; (ii) any other acts of any government that would limit the ability for contract performance; (iii) fires, earthquakes, floods, severe weather conditions, or any other acts of God; (iv) quarantines or regional medical crisis; (v) labor strikes or lockouts; (vi) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); and (vii) shortages or inability to obtain materials or components. If an Excusable Delay event causes a Seller delay, then the date of Seller's performance will be extended by the period of such delay or Seller may cancel that affected Purchase Order with respect to such delayed Products.

Section 23 - Termination for Default.

Except for Buyer's failure to pay invoices when due which shall be governed by Section 9 hereof, if at any time either party shall be in default hereunder and shall fail to remedy such default to the reasonable satisfaction of the other party within thirty (30) days following notice from such other party specifying such default, such other party may terminate this Purchase Order by written notice of termination to the defaulting party within ten (10) days following the said thirty (30) days. Either Buyer or Seller may terminate this Purchase Order immediately upon written notice if the other party (1) becomes insolvent; (2) files a voluntary petition in bankruptcy; (3) executes an assignment for the benefit of creditors; (4) is adjudicated a bankrupt or insolvent or a receiver or trustee is appointed for that party; or (5) the other party terminates its existence or ceases to do business. Unless otherwise mutually agreed in writing, any termination of this Purchase Order shall operate as a cancellation of the entire undelivered or unperformed portions of the Purchase Order placed hereunder by Buyer and accepted by Seller prior to the effective date of such termination.

Section 24 - Termination for Convenience.

Buyer may terminate, for its convenience, this Purchase Order, in whole or in part, by providing

written notice to Seller at least one hundred twenty (120) days prior to the scheduled delivery date of a Product. During the period of notice, Seller shall (1) discontinue all work with respect to that portion of the Purchase Order terminated by Buyer, (2) place no additional orders or subcontracts for materials or services as to that part of the work terminated, and (3) take such other reasonable action as may reduce the termination costs due Seller under this Section. In the event Buyer terminates any Purchase Order, in whole or in part, Buyer shall pay to Seller (1) an amount equal to the aggregate purchase price of all Products completed or services performed prior to the effective date of termination whether completed before the giving of such termination notice or completed thereafter prior to the effective date of termination set forth in such termination notice; and (2) all of Seller's termination costs incurred in the production of all uncompleted Products (including, but not limited to, raw materials, fabricated or unfabricated parts, work in process, supplies and other material, labor, unrecovered non-recurring costs, payments to suppliers, general and administrative overhead costs) plus a charge of twenty percent (20%), of the entire undelivered or unperformed portions of the Purchase Order placed hereunder by Buyer and accepted by Seller prior to the effective date of such termination, for loss of production capacity and profits. In no event shall termination costs exceed the total purchase price of the Products terminated by Buyer.

Section 25 - Confidential Information.

Buyer will not disclose to any third party the terms of any Purchase Order or the provisions contained in these Terms. All information expressly marked as "CONFIDENTIAL" or "PROPRIETARY" and also any of Seller's technical information or data of any kind including, but not limited to, all designs, specifications, drawings, concepts, software, know-how, research or the incorporation or embodiment thereof in one or more Products, shall remain the property of Seller (Seller's "Proprietary Information"). Seller's Proprietary Information shall not be reproduced in any manner nor disclosed to others or used for any unauthorized purpose without the prior consent of Seller. Buyer may use Seller's Proprietary Information only in relation to the application, operation and maintenance of Seller's Products by Buyer for purposes directly relating to these Terms.

Section 26 – Tooling and Data

Seller owns all rights to all specifications, drawings, engineering instructions, data, material, equipment, software, processes, facilities and tooling, including, but not limited, to jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, manufacturing aids and replacement items, now existing or hereafter created, except to the extent that title is specifically transferred in writing from Seller to Buyer or originally supplied from Buyer to Seller.

Section 27 - Applicable Law.

THESE TERMS AND THE TRANSACTIONS ARISING OUT OF OR RELATED TO ANY PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES, WITHOUT REFERENCE TO ANY CONFLICT OF LAW RULES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 1980, AND ANY SUCCESSOR THERETO, SHALL NOT APPLY.

Section 28 – Venue & Jurisdiction

Venue and jurisdiction for all legal proceedings of any kind or nature brought to enforce any provisions of these Terms or any Purchase Order shall lie within the courts of the State of New York in New York County, or in the United States District Court for the Southern District of New York. In no event shall Buyer commence any action arising out of the Purchase Order or the contract between the parties later than one year after the cause of action has accrued.

Section 29 - Compliance with Laws.

Buyer and Seller shall comply with all statutes, laws, ordinances, regulations, rules and orders enacted or adopted by any federal, state, local, municipal or other authority or governmental body which may pertain to the conduct of the parties' business and their obligations hereunder. Buyer and Seller shall obtain and pay for all permits, fees and licenses required to perform their respective obligations hereunder.

Section 30 - Export Regulations

This Purchase Order is subject to all United States laws and regulations related to exports and to all administrative acts of the United States Government pursuant to such laws and regulations. Except with the prior written approval of the United States Government, the Products provided by Seller to Buyer hereunder shall not be, directly or indirectly, sold, leased, assigned, transferred, conveyed or in any other manner be disposed of in any country on an United States embargoed or restricted list. Buyer represents and warrants to Seller that it shall not export any Products covered by this Purchase Order in violation of United States export laws and regulations. Seller shall apply for and obtain any United States export licenses/approvals required to enable Seller to export the Products from the United States. Buyer shall assist Seller with any documentation needed in order to obtain such approvals.

Section 31 - Indemnity.

Buyer shall defend, indemnify and hold harmless Seller, its affiliates and their directors, officers, employees and agents, from and against all claims, losses, damages, actions, suits or judgments, including, without limitation, costs and expenses incident thereto (including, without limitation, court costs and reasonable legal fees), arising in whole or in part out of the negligence or willful misconduct of Buyer, its affiliates and its and their directors, officers, employees and agents, or in connection with (i) the installation, operation, use, maintenance, repair or modification of any of the Products and/or (ii) defective or delinquent BFE or defective or delinquent BFE design and substantiation data.

Section 32 - Assignment.

The rights and privileges of these Terms or any Purchase Order cannot be assigned or transferred, in whole or in part, by operation of law or otherwise, by Buyer without the prior written approval of Seller, which consent shall not be unreasonably withheld. Any attempt to assign or delegate in violation of this section will be void.

Section 33 - Entire Agreement.

These Terms set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior discussions between them. No waiver or modification of these Terms shall be binding upon the parties unless made in writing and signed by duly authorized representatives of both parties.

Section 34 - Waiver.

The failure of Seller to enforce at any time any of the provisions of these Terms shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of Seller to take any action in the future to enforce any provisions hereunder.

Section 35 - Severability

If any of the provisions of these Terms are at any time held to be invalid or unenforceable, such provisions shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the provisions which shall remain in full force and effect and, in lieu of the invalid or unenforceable provision, there will be added as part of these Terms one or more provisions as similar in terms as may be valid and enforceable under applicable law.

Section 36 – Notice

Notices or non-routine communications between the parties, other than Purchase Orders, will be in writing,

sent by prepaid overnight courier service and shall be effective upon receipt by the party to which notice is given. Notices shall be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time:

If to Seller: The address indicated on Seller's quotation or the applicable Seller facility to which the Purchase Order was sent.

If to Buyer: To Buyer's address on its Purchase Order.

Section 37 – Setoff

Buyer will not set off any amount, whether or not liquidated, against sums Buyer asserts are due to Buyer, Buyer's parent, subsidiaries, affiliates or other divisions or units under any transaction with Seller, Seller's parent, subsidiaries, affiliates or other divisions or units, whether under these Terms or otherwise.

Section 38 – Survival

All provisions of these Terms which by their nature should apply beyond completion of a Purchase Order will remain in force after the expiration or any termination of these Terms.

Section 39 – Third Party Beneficiaries

Except as expressly provided to the contrary in these Terms, the provisions of these Terms are for the benefit of the parties hereto and not for the benefit of any third party.

Section 40 - Independent Contractor

The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these Terms. Neither party has the right to bind or obligate the other.

Section 41 - Headings

Headings and captions are for the convenience of reference only and do not alter the meaning or interpretation of these Terms.