

INTERNATIONAL AIRCRAFT ASSOCIATES, INC. (IAA)

INVOICE

TERMS AND CONDITIONS

- 1. Entire Agreement:** This contract, including the reverse side, these terms and conditions and any exhibit hereto constitute the complete and entire agreement between the parties with respect to the goods. IAA's acceptance of an order is subject only to these terms and conditions including the reverse side and any exhibit hereto which shall prevail over any terms and conditions contained in the order. This agreement shall not be modified unless in writing and signed by the party to be charged.
 - 2. Seller Representations:** IAA represents that it has good title to the goods sold and that the goods are not subject to any lien or other encumbrance.
 - 3. Inspection:** If the goods do not conform to the order, Buyer shall notify IAA in writing of same within Thirty (30) Days of delivery and, upon IAA's authorization and in accordance with IAA's instructions, return the goods to IAA. IAA's liability shall be limited to crediting Buyer's account for the amount of the invoice with respect to non-conforming goods.
 - 4. Warranty:** IAA makes no representations or warranties concerning the goods except as provided herein. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS and Buyer accepts the goods "as is".
 - 5. Limitation of Liability:** IAA shall not be liable in contract, tort or otherwise for any loss, damage, expense or injury of any kind or nature including loss of use, lost profits, economic, special or consequential damages arising from or in connection with the sale, delivery and use of the goods whether or not occasioned by the negligence of IAA, its officers, directors, agents and/or employees.
 - 6. Indemnification:** Buyer shall indemnify, defend and hold IAA, its officers, directors, agents and employees harmless from and against any and all liability, loss and damage including all costs and attorneys' fees incurred by reason of any injury or death to any person or any loss of or damage to property arising from or in connection with the sale, delivery and use of the goods whether or not occasioned by the negligence of IAA.
- 7. Payment/Seller Remedies:** Past due amounts shall bear interest at the rate of Eighteen (18%) Percent per annum. Buyer shall be responsible for IAA's costs of collection including reasonable attorneys' fees. IAA is entitled to utilize any lawful remedy for collection of past due amounts.
- 8. Binding Effect:** This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 9. Severability:** The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of the remaining provisions.
- 10. Force Majeure:** IAA shall not be liable for non-delivery or delays in delivery occasioned by causes beyond IAA's control including, but not limited to, strikes, lockouts, acts of God, delays by carriers or suppliers and governmental acts and regulations.
- 11. Governing Law/Venue:** This contract shall be governed by the laws of the State of Florida. In the event of any litigation between the parties arising out of this contract, venue for such litigation shall be in Broward County, Florida, U.S.A.
- 12. Compliance with Statute and Export Regulations:** Buyer is responsible for complying with all U.S. Commerce Department rules regarding export regulations and shall likewise comply with all U.S. Customs, Department of State and Treasury statutes as outlined in the applicable codes that affect this transaction. Export, resale, diversion or re-export contrary to U.S. law is strictly prohibited.

PURCHASE ORDER

TERMS AND CONDITIONS

- 1. Entire Agreement:** The terms and conditions of this order including the reverse side and any exhibit hereto constitute, upon acceptance, the entire agreement between IAA and Seller. No modification is effective unless in writing and signed by the party to be charged.
- 2. Delivery/Inspection:** The goods shall be packed and delivered in accordance with IAA's instructions at no additional cost to IAA unless otherwise specified in this order. The goods shall be subject to final inspection within One Hundred Eighty (180) Days following delivery. IAA may hold rejected goods at Seller's risk or return the goods at Seller's expense.
- 3. Time:** Time is of the essence to this order and IAA may refuse to accept the goods or cancel this order if the goods are not timely delivered.
- 4. Warranty:** Seller warrants that the goods will be delivered as specified, free of defects in materials and workmanship and suitable for any customary and reasonable use and purpose. Seller indemnifies and holds IAA, its officers, directors, agents and employees harmless from and against any and all claims, liability, loss, expense (including attorneys' fees) and damages arising out of any breach of the foregoing warranty.
- 5. Patents:** Seller indemnifies and holds IAA, its officers, directors, agents and employees harmless from and against any and all claims, liability, loss, expense (including attorneys' fees) and damages in connection with any actual or claimed trademark, patent or copyright infringement with respect to the goods.
- 6. No Assignment:** Seller shall not assign this order without IAA's prior written approval.
- 7. Title to Goods:** Seller covenants and represents that it has good title to the goods and that the goods are free and clear of any lien or other encumbrance.
- 8. Remedies Cumulative:** The remedies provided to IAA herein are cumulative and not exclusive of any other remedy allowed by law or equity.
- 9. Severability:** The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions.
- 10. Binding Effect:** This order, upon acceptance, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 11. Governing Law/Venue:** This contract shall be governed by the laws of the State of Florida. In the event of any litigation between the parties arising out of this contract, venue for such litigation shall be in Broward County, Florida, U.S.A.