

GENERAL

Sales are based exclusively on the basis of our terms and conditions of sale, which are an integral part of any sales contract.

- a) No addition to or modification of any of the terms and conditions of sale as they appear herein shall be binding upon AerosUSA unless signed in writing by a duly authorized representative of AerosUSA.
- b) Typographical and clerical errors in quotations, orders and acknowledgements are subject to correction.
- c) We reserve the right to adjust prices in response to changes in the market place. Our price lists and offers shall be binding only within the validity periods that may be specified.
- d) AerosUSA is not responsible to fulfill its obligation under this agreement due to causes beyond its control, or except as agreed herein.

TITLE

Title to the products of AerosUSA shall remain with Aeros until payment is made in full by Customer. Such reservation of title is the purpose of securing the purchase price and shall not relieve Customer of the duty to inspect the products upon receipt, to notify AerosUSA of any deficiencies of defects, and to exercise due care in the use, installation, operation, and maintenance of the products when on the premises of the Customer or under the control of the Customer. Notwithstanding any reservation of title by AerosUSA, risk of loss shall pass to Customer at any time of shipment.

SHIPMENT, DELIVERY AND INSURANCE

- a) All orders for destination in the mainland United States (less Hawaii, Alaska and non-continental United States possessions) will be shipped F.O.B. Harrisburg, PA. All destinations, shipping and other charges shall be paid by the Customer in accordance with AerosUSA's current shipping and billing practices.
- b) Shipping is always at recipient's risk. We will only take out transport insurance at the written request of and for the account of the recipient.
- c) The seller shall be entitled to make partial deliveries. If buyer should fail to meet his obligations arising from such partial deliveries without delay (in particular the obligation to pay the relevant purchase price), the seller shall be entitled to postpone further partial deliveries until the purchase price has been paid or after setting an appropriate deadline for payment, to withdraw from the contract in respect of the remaining partial deliveries.
- d) Delivery dates given in the acceptance of any order are approximate. AerosUSA shall not be liable for delays in delivery or in performance due to causes beyond its reasonable control including acts of God, acts of Customer, acts of civil or military authority, fires, strikes or other labor disturbances, war, riot or delays in transportation. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

PRICES AND PACKING

- a) Prices in any AerosUSA publication are subject to change without prior notification. All quoted prices are based on prices published in the current price list.
- b) All written quotations are valid for thirty (30) days from the date of quotation.
- c) Customer shall pay all sales, use, excise or similar taxes whenever AerosUSA must itself pay and/or collect such tax from Customer arising out of the sale.
- d) Minimum order value is \$200.00. Orders for less may be accepted but may incur additional charges.
- e) Prices for cutting, non-standard packing units and other special requirements will be quoted upon request.

PAYMENT

- a) Customer agrees to make payment within thirty (30) days of date of the invoice from AerosUSA, unless other terms have been agreed upon.
- b) Credit card payments will be accepted for customers without established terms.
- c) Customer agrees to pay a late payment charge of one and one half percent (1.5% per month), or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is in default.
- d) In the event of referral to any attorney for collection, reasonable attorney's fees for collection of the overdue amount shall be paid by Customer.
- e) In the event payment is not received within payment terms, any payment discount shall be cancelled.

CANCELLATION

The cancellation of any order by the Customer requires our express written consent. Charges for canceled orders may be incurred based upon the status of the order at the time of cancellation. Complaints about a delivery do not entitle to cancel the remaining deliveries of a particular order.

GOODS RETURN POLICY

- a) Before goods are returned to AerosUSA, a return authorization must be obtained from AerosUSA. AerosUSA reserves the right to inspect the goods prior to them being returned.
- b) Returned goods must be suitably packed, as goods damaged in transit or goods which become separated and are not actually received will be refused credit. Furthermore, exception to original package sizes will only be accepted if the goods are faulty or the incorrect items have been supplied.
- c) Any goods returned to AerosUSA without prior authorization and relevant documentation will be refused and returned at the Customer's expense.
- d) A handling charge of 25% will be made on all goods returned, unless otherwise agreed.

SPECIAL ORDER AND MADE TO ORDER ITEMS

All special order and made to order items are non-cancelable. Return to manufacturer of made to order items will not be accepted.

LIMITED WARRANTY

- a) AerosUSA warrants to Customer that the purchases shall be free from defects in material and workmanship under normal use and service for a period of one year from shipment.
- b) Written notice as an explanation of the circumstances of any claim that the goods have proved defective in material or workmanship shall be given promptly by the Customer of AerosUSA.
- c) The goods must be installed and maintained in accordance with manufacturers' current instructions and recommendations. AerosUSA will not be liable for any misuse, improper operations, improper installation, improper maintenance, alteration, modification, accidental or unusual degradation of the goods due to an unsuitable installation environment.
- d) No representation of other affirmation of facts, including but not limited to statements regarding capacity, suitability for use or performance of the equipment, shall be or be deemed to be a warranty or representation by AerosUSA for any purpose, nor give rise to any liability or obligation of AerosUSA whatsoever.
- e) Customer's sole and exclusive remedy in the event of breach of warranty, as set forth herein, is expressly limited to (1) the correction of the defect by adjustment, repair, modification, or replacement, or (2) issuance of a credit or refund of the purchase price for the defective goods at AerosUSA's election and sole expense.
- f) Except as specifically provided in this agreement, there are no other warranties expressed or implied including but not limited to any implied warranties or merchantability or fitness for a particular purpose. This warranty extends only to the customer from AerosUSA or its authorized distributor.

LIMITATION OF LIABILITY

- a) In no event, shall AerosUSA be liable for loss of profits, indirect, special, and consequential or other similar damages arising out of any breach of this agreement of obligations under the agreement.
- b) AerosUSA shall not be liable for any damages caused by delay in shipment installation or furnishing of goods or services under this agreement.
- c) No action arising out of any claimed breach of this Agreement may be brought by either party more than six (6) months after the cause of action has accrued.

SELLER'S REMEDIES

Should Customer fail to make any payment within ten (10) days of its due date, or fail to perform any other of the Customer's obligation hereunder upon thirty (30) days written notice, or should Customer be or become insolvent or be a party to any bankruptcy receivership proceeding prior to full payment of all amounts payable hereunder, AerosUSA may:

- a) with or without demand or notice to Customer declare the entire amount unpaid immediately due and payable;
- b) enter upon the premises where the goods may be found and remove it (Customer shall assemble the goods and make it available to AerosUSA at a place reasonably convenient to both parties and shall permit and assist AerosUSA in effecting the retaking and removal of the goods); and
- c) sell any or all the goods as permitted under applicable law, applying the proceeds of the sale to payment of the expenses of retaking and selling the goods, reasonably attorney fees and to the satisfaction of all indebtedness then due and unpaid under this Agreement. Any surplus shall be paid to Customer and any deficiency shall be paid to AerosUSA by Customer.

The remedies provided herein shall be cumulative and in addition to all other remedies provided by law or equity or under the Uniform Commercial Code.

GOVERNING LAW

This agreement will be governed by the Laws of the State of Pennsylvania.