

## AERO PRECISION INDUSTRIES LLC. – SALES ORDER TERMS AND CONDITIONS

**I. GENERAL TERMS** – These Aero Precision Industries LLC (“**Aero Precision**” or “**AP**”) terms and conditions of sale (“**SO Terms**”) are the only terms which govern the sale of the goods and/or services provided by Aero Precision to its valued customer(s) (each a “**Buyer**”). It is Aero Precision’s policy to professionally process each order received from Buyer, and to equitably manage each Buyer’s order for accurate and timely delivery. Therefore, the acceptance by Aero Precision of any order placed by a Buyer (e.g., a “**Sales Order**”) for goods and services, including but not limited to, AP’s Spare Parts, Repair and Overhaul Services, Ground Support Equipment, and Technical Field Support (collectively the “**Products**”), is expressly made conditional upon Buyer’s agreement to AP’s terms and conditions contained herein. Notwithstanding anything herein to the contrary, if a written contract is signed by both parties covering the sale of the Products in a Sales Order, the terms and conditions of said contract shall govern. These SO Terms shall apply for all Products irrespective of whether they are specifically referenced in any invoice, or any other document provided by AP or Buyer. The terms and conditions stated herein shall govern over any contrary terms in Article 2 of the Uniform Commercial Code (or any other equivalent terms), or the INCOTERMS of the International Chamber of Commerce. If for any Sales Order of Products a Buyer requires additional assurances of AP’s performance or should any other terms and conditions, including those set forth in the Buyer’s purchase order or other ordering documentation, be requested, AP will review such request(s) on a case by case basis, and any additional terms approved in writing by an authorized signatory of AP shall apply.

**II. PURCHASE ORDERS**– Unless otherwise agreed to by AP, no Products will be shipped until Buyer has submitted a written purchase order. Purchase orders shall include the following information: (i) the Products ordered, (ii) Product model numbers, if applicable; (iii) quantity of Products; (iv) requested delivery dates; (v) billing address; (vi) shipping address; and (vii) any shipping instructions. Buyer must provide a purchase order in an amount that is no less than five hundred United States Dollars (\$500 USD) for each Product order and each Product line item within such order must exceed fifty dollars United States Dollars (\$50 USD). Unless otherwise agreed to by Aero Precision all Sales Order are non-cancellable.

**III. QUALITY SYSTEM** – Aero Precision certifies that the part(s) supplied in fulfillment of the Buyer’s order requirements have been inspected in accordance with our ISO 9001:2008 and AS 9120:2008 quality system and conforms to those standards (the “**Aero Precision’s Quality Guidelines**”). Aero Precision will ensure that the Products ordered by Buyer pursuant to an accepted purchase order are the Products that are delivered. However, individual Product part numbers are subject to change as each authorized manufacturers and/or Original Equipment Manufacturers (“**OEM’s**”) reserves the right to change a Product’s part number for the same Product without notice. Obtaining any applicable OEM/Manufacturing/Repair Station certificate of conformance (“**COC**”) and adhering to Aero Precision’s Quality Guidelines are Aero Precision’s assurance to the Buyer that the correct, high quality Products are delivered. If customer ordered non-aerospace parts (any parts not for an aerospace vehicle) any requested COC will be provided to the extent available, and upon the Buyer’s request at the time of the order, Aero Precision will show that these parts are supplied from any authorized AP Supplier. Aero Precision will endeavor to provide notice prior to shipment of any Product’s part number variances.

Aero Precision employs professionally trained personnel to ensure Buyer’s requirements are met for any accepted Product(s), process(es), and procedures. Aero Precision will endeavor to supply Products based on

the Buyer's required condition code for the Products ordered from AP's approved supplier list ("AP Supplier"). Aero Precision will retain records related to customer orders for a minimum of 7 years.

Buyer's access to Aero Precision facilities for the purpose of surveying/auditing Products may be permitted at Aero Precision's discretion. Unless otherwise mutually agreed in writing between Aero Precision and Buyer, the below table lists the Product condition code used by Aero Precision to supply Products.

Code	Description	Notes
AI	As Is	OUTRIGHT AND/OR RETURN GOODS BY AERO PRECISION FROM REPAIR STATIONS IN AN "AS IS CONDITION", WHICH MAY OR MAY NOT HAVE TRACE AND NO WARRANTY APPLIES FOR THESE GOODS. Any certificate issued by Aero Precision does not certify the Product's airworthiness.
AR	As Removed	OUTRIGHT. MAY OR MAY NOT HAVE TRACE AND NO WARRANTY APPLIES FOR THESE GOODS. Any certificate issued by Aero Precision does not certify the Product's airworthiness.
EV	Evaluation	OH/REP COST FOR EVALUATION
EX	Exchange	EXCHANGE PARTS CUSTOMER OWNED
FN/NE	Factory New	OUTRIGHT PARTS (Never used parts, purchased from Authorized sources with traceable certificate to OEM or Mfg.)
NS	New Surplus	OUTRIGHT PARTS (Unused Parts purchased from sources other than distributors, OEM and MFGs with or without a full traceability to the OEM and/or MFG) see note below ***
OH	Overhaul	COST TO OVERHAUL OR OVERHAULED PARTS
OHC	Overhaul & Certified	OUTRIGHT PARTS WITH TRACEABLE CERTIFICATION TO THE REPAIR FACILITY
OHM	Overhaul Modification	COST TO OVERHAUL AND MODIFY OR OVERHAULED AND MODIFIED PARTS
OHU	Overhaul & Upgrade	COST TO OVERHAUL AND UPGRADE OR OVERHAULED AND UPGRADED PARTS
R&U	Repaired And Upgraded	OUTRIGHT OR COST OF REPAIRED AND UPGRADED PARTS
REP	Repair Cost	COST TO REPAIR FOR QUOTATION
RP	Repairable	COST OF REPAIR OR COST OF REPAIRED PARTS
RP & MO	Repaired and Modified	COST TO REPAIR AND OVERHAUL OR COST OR REPAIRED AND OVERHAULED PARTS
RP & OH	Repaired and Overhauled	COST TO REPAIR AND OVERHAUL OR COST OR REPAIRED AND OVERHAULED PARTS
SV	Serviceable	OUTRIGHT OR COST TO REPAIRED/OVERHAULED/TESTED TO MAKE THE UNIT SERVICEABLE
TT&E	Test, Teardown, and Evaluation	COST OF TEST, TEARDOWN AND EVALUATION
SCR	Scrap	PARTS WILL BE SCRAPED AT AP OR SUPPLIER LOCATION
WAR	Warranty	PARTS RETURN TO AP UNDER WARRANTY
BER	Beyond Economic Repair	COST OF PARTS THAT IS BER

RFB	Refurbished	REFURBISHED PARTS BY AUTHORIZED SUPPLIER
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\*\*\* Note for NS parts: To the best of Aero Precision’s knowledge, any Product(s) with this designation is/are new unused part that might not be traceable to an OEM or Manufacturer. Unless Aero Precision has confirmed that an OEM or Manufacturer Certificate of Conformance is applicable for the Product(s), Aero Precision is unable to provide a certificate of conformance in compliance with AS 9120 standards. Buyer buys these part(s) “as is” and shall assume all liabilities using these products. Any certificate issued by Aero Precision does not certify the Product’s airworthiness. To the extent any warranty is offered for these Products, the Buyer’s sole and exclusive remedy for covered warranty claims is limited to the Buyer receiving Aero Precision credit in the amount of the original purchase price that may be applied towards future purchase(s).

**IV. SHIPMENT AND DELIVERY**– Unless otherwise agreed to by Aero Precision, all Products shall be delivered EXWORKS (INCOTERMS, 2010) AP’s designated facility and all Product prices are in accordance with such shipping terms. Products will be packed for shipment in accordance with Aero Precision’s standard packing procedures which comply with ASTM D3951-10. Unless expressly agreed to by Aero Precision in writing, Aero Precision shall select for the Products the method of shipment and the carrier. Aero Precision may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of a purchase order. Unless Aero Precision has provided a confirmed delivery date, any time quoted by Aero Precision for Product delivery is an estimate only.

**V. ACCEPTANCE.** Products are presumed accepted by Buyer unless Aero Precision receives written notice of rejection from Buyer explaining the basis for rejection within 15 calendar days after delivery and the basis of rejection is that the Products nonconformance (e.g. the Products are non-conforming and such non-conformance is covered under Aero Precision’s Product warranty or the Products are delivered in excess of the quantities Buyer ordered). After receipt of an approved Return Material Authorization # from Aero Precision, Buyer shall return any rejected Products with freight pre-paid in accordance with Aero Precision’s written instructions. Aero Precision, at its option, will have a reasonable opportunity to repair or replace rejected Product(s). Aero Precision assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Aero Precision’s designated facility to return properly rejected Products. Buyer will provide copies of freight invoices to Aero Precision upon request. Buyer retains the risk of loss for returned Products until their delivery to AP’s designated RMA return location.

If Aero Precision reasonably determines that rejection was improper, Buyer will be responsible for all expenses that results from or arises out of the improper rejection. Aero Precision has limited capability for shipping dangerous goods. Aero Precision reserves its right to cancel the customer order, if it is found that shipment of the Product cannot be made due to any dangerous goods classification.

Aero Precision will notify the customer in writing of any material changes to the Product’s form, fit, and function. Aero Precision has a shelf-life program in place to ensure Product parts are supplied within the appropriate shelf-life. However, Aero Precision will not track the preservation materials that might be required to be reapplied over time. (Example: bearing preservation re-lube). Aero Precision will supply the Product with the preservation applied by the AP Supplier. Except as expressly provided for hereunder, Buyer has no right to return Products to Aero Precision.

**VI. WARRANTIES** – Aero Precision values its reputation for delivering high quality products to our Buyers. Aero Precision warrants to Buyer that, at the time of delivery, Products, excluding services, will be free from material defects in materials and manufacture. For any services ordered under these SO Terms, Aero Precision warrants its workmanship to conform to the specifications, plans, and/or drawings agreed by Aero Precision in writing to be part of these SO Terms (“**Approved Specifications**”). The term of this express limited warranty for Products shall be for the warranty period applicable for the Products as indicated on any documents provided by Aero Precision, or if not stated in such documentation, the warranty term provided by the AP Suppliers for such Products, which shall run from the date of the Product shipment. Aero Precision’s liability under warranty for Products, excluding service, is limited to the repair and replacement of the Product sold to Buyer that is shown to Aero Precision’s reasonable satisfaction to have been non-conforming. For any services ordered under these SO Terms, Aero Precision’s liability under warranty shall be limited to correcting or repairing such portions of the repairs that is not in accordance with the Approved Specifications. Aero Precision must be given written notice no later than thirty (30) days after Buyer’s discovery of a defect within the warranty period. Aero Precision also warrants the products manufactured/supplied by Aero Precision, against all defects in materials and workmanship for a period consistent with the AP Supplier’s warranty terms.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AERO PRECISION MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE TO BUYER WITH RESPECT TO THE PRODUCTS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT AND THEIR EQUIVALENTS. Aero Precision shall not be liable under this warranty in any of the following events, namely:

- a) Whenever any Products have not been operated, stored or maintained in accordance with the manufacturer's and Aero Precision’s instructions;
- b) Whenever any Products have been handled, stored, repaired, or altered in any way, which may have impaired its safety, operation or efficiency; and
- c) Whenever any Products and/or component have been subjected to any abnormal condition, misuse, or neglect.

If Aero Precision determines that the item returned for warranty service is non-conforming, the Buyer shall pay all costs, handling, and transportation.

**VII. REPAIRS**—Where Products are not covered under an express warranty and returned for repair, Aero Precision may charge a fee for inspection and preparation of a repair quotation and this fee shall be payable in the event that the Buyer does not proceed with the repair. In instances where Aero Precision has provided a warranty for repairs, the warranty period specified in Aero Precision’s documentation shall apply, and if no period specified in such documentation, the warranty term provided by the AP Supplier for such products shall apply, which shall run from the date of the Product’s completion. The repair warranty shall only cover any replacement components that were used in the repair. Whenever the Buyer submits a repair or purchase order or other written authorization (including any electronic correspondence to Aero Precision) for product service inspection(s) or evaluation(s) for repairs not covered under Aero Precision’s warranty, the Buyer shall be responsible for all costs and fees of

products/parts evaluation and inspection, any applicable repair or replacement costs authorized by the Buyer, and other fees incurred due to the Buyer's delay in communicating any authorized repairs or return instructions while parts are at an AP Supplier facility (e.g. MRO parts storage fees). Except for repair evaluation fee(s) provided or confirmed by Aero Precision, the initial pricing for repair and overhaul (R&OH) services is based on estimated pricing only. Final prices for repair and overhaul services after Aero Precision personnel has completed its evaluation of any repair item(s) shall be communicated by Aero Precision. Upon evaluation, Aero Precision, as appropriate, will have the product disassembled. and Any extra cost to re-assemble or ship any unassembled products or parts back to the Buyer, including any additional packaging materials, shall be at the Buyer's sole cost and expense. If during the assembly and test stage any other parts (and the performance of associated labor) are determined to be required, Aero Precision's repair charges will be subject to re-quote. If any units are deemed BER (Beyond Economical Repair) or BPR (Beyond Physical Repair) after evaluation is completed, AP has the right to return unit to customer loosely assembled or in pieces unless otherwise stated at time of order. In this case AP has still right to charge tear down and evaluation fees to its customer. Any piece parts missing or scrapped during/after the evaluation are not the responsibility of AP unless otherwise specified on customer contract/purchase order.

**VIII. PAYMENT** – Terms are net thirty (30) days from date of Invoice unless otherwise specified on the face of the invoice. All quotes are in U.S. Dollars and all payments are to be made in United States funds. Late fees may apply if payments are not received within the terms agreed. Aero Precision is not required to proceed with performance of Buyer's order while (i) Buyer is in default of this or any other contract with Aero Precision, (ii) or upon the suspension of business of Buyer or the commencement of bankruptcy proceeding by or against the Buyer, or (iii) the Buyer ceases, or threatens to cease, to carry on business, or (iv) Aero Precision reasonably believes that any of the events referred to in the foregoing (i)-(iii) is about to occur and notifies the Buyer accordingly. In the event that any amounts due to Aero Precision become delinquent, the entire balance shall become immediately due. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of two percent (2%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. If Buyer fails to pay any amounts when due under this order or has materially breached any clause in these SO Terms, Aero Precision may (a) suspend the delivery of any Product(s), (b) reject Buyer's future purchase order(s), and/or (c) cancel accepted purchase order(s) (in whole or in part) pursuant to the terms of this Subsection without liability or penalty. As collateral security for the payment of the Products purchase price and performance in full of all the obligations of the Buyer under this Agreement, the Buyer hereby pledges and grants to Aero Precision, a lien, pledge, and security interest in and to all of the right, title, and interest of the Buyer in, to, and under any Products and any item(s) repaired that have not been paid in full, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing in the amount of AP's invoices for such items, plus any applicable late payment interest. The security interest granted under this provision constitutes a purchase-money security interest under Division 9 of the California Uniform Commercial Code. If collection, lien foreclosure, and/or legal action (including for the registration and enforcement of a lien or pledge) is pursued by Aero Precision on any past due amounts, including for Products, services, and repairs, the Buyer agrees to pay all costs and fees, including reasonable attorney fees, in collection, foreclosure, and litigation, including any appeals, if action is filed thereon, and for such claim(s) Aero Precision may institute an action for payment in the non-exclusive jurisdictions of federal or state courts located in Alameda County, California, or Denver, Colorado, USA or any court of competent jurisdiction without breach of the arbitration clause in these SO Terms.

**IX. PRICES.** The last Product pricing communicated by Aero Precision for the applicable Product(s) in the accepted purchase order(s) shall apply. Unless the Buyer has requested a change to the Products, or Aero Precision's confirmed delivery date, or has failed to provide Aero Precision all information necessary for the delivery the Product(s), the Product unit price applicable on the date Aero Precision accepts the Buyer's purchase order(s) shall apply.

**X. TAXES AND CREDIT** – Aero Precision's prices for Products are exclusive of any federal, state, or local sales, use of excise taxes, or value added taxes. In the event that Aero Precision is required to pay such taxes (other than in cases where Aero Precision has agreed in writing to assume such fees), Buyer shall reimburse Aero Precision for any such taxes or assessments. All personal property taxes assessable on the Products after delivery to Buyer's designated ship-to location (as indicated on the accepted purchase order), and any federal, state or local sales, use of excise taxes, or value added taxes shall be the responsibility of the Buyer. Any credit limits extended to the Buyer will be revoked and/or reduced at any time if Aero Precision has not received payments for orders shipped within the agreed payment terms. Aero Precision reserves the right in its sole and absolute discretion and for any reason to limit the credit limit extended to the Buyer.

**XI. EXPORT** - Aero Precision will apply for United States Government export authorizations required for delivery of any Products or technical data under an order. Buyer will provide all information required by Aero Precision to complete the export authorization application(s). Buyer will provide accurate end user and end application information. An export license fee may apply. Buyer will comply with all applicable export and import control laws and regulations, including without limitation, the United States Export Administration Regulation (EAR), U.S. Arms Export Control Act, and the U.S. Export Administration Act, and the United States International Traffic in Arms Regulations (ITAR), and will retain documentation evidencing such compliance.

Buyer acknowledges that it is aware that U.S. export laws and regulations may impose restrictions on Buyer's use of the goods, services, or technical data, or on their transfer to third parties. Buyer will immediately notify Aero Precision and cease distribution activities with regard to the transaction in question if Buyer knows or has a reasonable suspicion that the Products, technical data, plans, or specifications may be redirected to other countries in violation of applicable U.S. export control laws.

Technical data is controlled for export by the U.S. Department of State and Department of Commerce. Proper export license, exemption, or exception is required to send these test reports to foreign parties. Aero Precision will no longer provide test report to Buyers, unless it has been specifically requested by the Buyer at the time of Request for Quote, specified on the Purchase Order, and Buyer has provided Aero Precision with all export information that Aero Precision has requested. Buyer hereby acknowledges that the timing of an export license for technical data may be delayed as Aero Precision will apply for such license when it has received the test reports with the completed Product unit. To ensure the timely shipment of Products, Aero Precision may delay shipment of the Product(s) test report(s) until it has obtained the applicable export authorization and as such the test reports may arrive 1 to 2 weeks after the applicable Product unit(s) shipment. If an export license is required to send the test reports, license charge(s) may apply and Buyer agrees to pay for any applicable license charge(s)s. Aero Precision reserves the right, in its sole discretion, to charge Buyer for any export licensing costs or fees Aero Precision incurs to deliver the Product(s).

**XII.CANCELLATION/RETURNED GOODS** – All sales with Aero Precision are final. If the Sales Order or any part of it shall become impossible to perform, or returned by prior approval, Aero Precision shall be entitled to a fair and

reasonable proportion of the Product price in respect of the work done up to the date thereof and for this purpose any monies previously paid by Buyer shall be retained by Aero Precision as against the same due to Aero Precision. Such charge may include a restocking charge and/or a cancellation fee. All cancellations must be submitted to Aero Precision in writing.

**XIII. INDEMNIFICATION** – Buyer shall indemnify and hold Aero Precision harmless against any and all losses, liabilities, damages, costs, or expenses arising from any and all claims which may be made against Aero Precision by reason of injury or death which are caused by or alleged to have been caused by the use, sale, transfer, or alteration of the “Products”, or relating to the design of the Products (including its packages or containers) if they are made in compliance with Buyer’s design or specifications. Buyer shall also indemnify and hold Aero Precision harmless from any and all damages or losses to Aero Precision’s property which are caused by any act of omission, negligence or otherwise, of Buyer or any subcontractor of Buyer, or of any of Buyer’s employees or agents. These terms benefit solely the Buyer and Aero Precision and any mutually agreed to in writing successors and assigns and nothing in these SO Terms express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these SO Terms.

**XIV. LIMITATION OF LIABILITY**—AERO PRECISION’S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THESE SO TERMS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, REDELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT OR SERVICES COVERED BY OR FURNISHED UNDER THESE SO TERMS SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCT OR SERVICES WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON BUYER PROVIDING PROMPT WRITTEN NOTICE TO AERO PRECISION OF ANY CLAIM AND, IN ANY EVENT, WITHIN NINETY (90) DAYS FROM THE DATE OF OCCURENCE OF THE CLAIM UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL AERO PRECISION BE LIABLE TO THE BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE, OR ANTICIPATED PROFITS, DIMINUTION OR LOSS OF VALUE, OR THE COSTS ASSOCIATED WITH SUBSTITUTION OR REPLACEMENT AIRCRAFT (OR ANY COMPONENTS THEREOF). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF BUYER’S REMEDIES UNDER THESE SO TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

**XV. INTERPRETATION AND ARBITRATION:**

This order shall be governed by and construed in accordance with the Laws of the State of California, USA without reference to potential conflict with other laws, rules, and regulations; and specifically excludes reference to the UN Convention on Contracts for the International Sale of Goods. Any and all disputes, controversies, differences, or claims arising out of or relating to this order (“Claims”), which cannot be settled through the mutual consultation of Aero Precision and the Buyer and which have not been included in a legal action initiated by Aero Precision pursuant to the Payment clause set forth herein, shall be settled in accordance with, the rules of the American Arbitration Association by a single arbitrator. Arbitration proceedings shall be held in Alameda County, California, USA. There shall be no right or authority for any Claims to be arbitrated or litigated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (such as an attorney general), other buyers, or other persons similarly situated.

The award rendered by the arbitrator shall be binding, and judgment upon such award may be entered in any court having jurisdiction thereof. Buyer shall abide with all applicable laws, at all times under this order. If Aero Precision is the prevailing party in any suit or other legal proceeding between Buyer and Aero Precision, Aero Precision shall be entitled to its reasonable attorney's fees and costs incurred therein and all sums due under these SO Terms.

**XVI. PROPRIETARY RIGHTS** – Buyer recognizes that the publications, support and other information delivered hereunder constitute or incorporate information which is proprietary to Aero Precision, its affiliates, its licensors and suppliers. Buyer shall use Aero Precision Proprietary information solely for its own benefit and not to support or provide services to any third party unless expressly authorized by Aero Precision in writing. All rights not expressly granted by Aero Precision hereunder are reserved, including without limitation, all rights in U.S. or foreign patents. Buyer shall not remove or obstruct any copyright notices or other proprietary notices present on any Aero Precision Proprietary Information. All software of Aero Precision or its licensors provided with the Product shall be subject to Aero Precision and/or its licensors standard software license terms, which shall govern all uses of such software.

**XVII. EXCUSABLE DELAY; FORCE MAJEURE** – Aero Precision will make every reasonable effort to ship ordered products in a timely manner. However, Aero Precision will not be liable to Buyer for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to, government embargoes or any other government acts that interfere with performance; blockades; seizure or freeze of assets; delays or refusals to grant an export license or the suspension or revocation thereof; fires, floods, severe weather conditions; any other acts of God, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (declared or not) or impending threat of any of the foregoing, if reasonably expected to cause injury to people or property; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that Aero Precision is actually delayed.

**XVIII. NON-WAIVER.** Aero Precision's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Aero Precision's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by an authorized representative of Aero Precision.

THESE TERMS AND CONDITIONS CONSTITUTE THE STANDARD TERMS AND CONDITIONS OF SALE FOR AERO PRECISION AND ARE INCORPORATED IN THEIR ENTIRETY BY REFERENCE INTO ALL PRODUCT AND REPAIR SALES MADE BY AERO PRECISION TO BUYER UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN. ANY MODIFICATION OF THESE TERMS AND CONDITIONS FOR THE PRODUCTS SUBJECT TO THESE SO TERMS SHALL REQUIRE THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.