

# STANDARD TERMS AND CONDITIONS FOR SALES/SERVICES

Quotes for sales are valid 30 days, subject to prior sale, exchange, and/or market withdrawal without notice. Dow Aero, LLC \$100.00 order minimums apply.

Quotes for services must be Approved/Denied within 7 business days or parts will be returned as-is and Buyer will be liable for Tear Down/Evaluation Fees and all incurred shipping charges. Any/all required parts/components needed to complete service are subject to prior sale, exchange, and/or market withdrawal without notice and subject for re-quote.

Dow Aero, LLC standard terms and conditions apply to all Quotes, Sales and Services.

## **ACCEPTANCE OF TERMS AND CONDITIONS**

Buyer's acceptance of any Quote, whether quoted verbally, electronically and/or in writing, is expressly subject to the terms and conditions stated herein. Issuance of any purchase/repair order for products ("goods") or services to Dow Aero, LLC shall constitute Buyer's acknowledgement and acceptance of these terms and conditions. The products ("goods") or services are shipped subject to Buyer's agreement that only these Standard Terms and Conditions shall govern the transaction. Buyer's acceptance of these parts or other performance hereunder will constitute such agreement. Notice of objection is hereby given to any proposed term or condition or alteration whether perceived as major or minor in nature.

## **PMA PARTS**

For clarification, a FAA/PMA part is a FAA approved equivalent to the OEM Part in reference. PMA parts may be supplied/used unless otherwise noted as unacceptable at the time of Buyer's request for quotation.

## **LIMITED WARRANTY FOR SALE OF PARTS COVERAGE AND WARRANTY PERIOD**

Dow Aero, LLC hereby warrants that the parts sold hereunder will be free of any defects in the material or workmanship in accordance with the following warranty schedule based on the condition code of the parts stated on the face (packing slip or invoice) thereof. Part condition, definition and warranty parts are defined as follows:

**Factory New (FN)** Product ("goods") received from OEM or authorized distributor. Original Equipment Manufacturer's (OEM) warranty applies.

**New/Unused (NS)** Product ("goods") received from other than OEM or authorized distributor. Fifteen (15) days from date of shipment.

**Overhauled (OH)** Product ("goods") certified airworthy. Dow Aero, LLC offers a 90-day warranty on all serviced/repaired/overhauled batteries/power supplies. However, this warranty is void if at any time during the 90-day period any of the following occur: (1) The battery/power supply is shipped outside the United States (pertains to non-U.S. Military end users only). (2) The battery/power supply is stored in refrigerator. Refrigerator storage automatically voids the FAA 8130-3 maintenance release. (3) The battery/power supply is

worked on or otherwise tampered with by the Buyer or any other third party. (4) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result from overcharging by the Buyer or other end user. (5) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result of faulty installation and/or installation on faulty equipment. All parts sold that were serviced/repaired/overhauled by an outside repair facility will be subject to the warranty conditions of that facility.

**Serviceable (SV)** Product (“goods”) certified airworthy. Dow Aero, LLC offers a 90-day warranty on all serviceable/repaired batteries/power supplies/battery cells. However, this warranty is void if at any time during the 90-day period any of the following occur: (1) The battery/power supply/battery cell is shipped outside the United States (pertains to non-U.S. Military end users only). (2) The battery/power supply/battery cell is stored in refrigerator. Refrigerator storage automatically voids the FAA 8130-3 maintenance release. (3) The battery/power supply/battery cell is

worked on or otherwise tampered with by the Buyer or any other third party. (4) Inspection of the battery/power supply/battery cell by Dow Aero, LLC reveals that malfunction of the battery/power supply/battery cell is a direct result from overcharging by the Buyer or other end user. (5) Inspection of the battery/power supply/battery cell by Dow Aero, LLC reveals that malfunction of the battery/power supply/battery cell is a direct result of faulty installation and/or installation on faulty equipment. All parts sold that were serviced/repaired/overhauled by an outside repair facility will be subject to the warranty conditions of that facility.

**Repairable (RP)** Product (“goods”) is used not certified airworthy but can be economically repaired and/or overhauled. No warranty other than the product (“goods”) is repairable. Any product (“goods”) that is to be returned must have the approval of Dow Aero, LLC. Dow Aero, LLC will allow up to (60) sixty days from the date of shipment for the Buyer to determine the reparability of the unit and Dow Aero, LLC will allow an additional 30 days to return the part. This return policy will become null and void after a total time of 90 days from the date of shipment.

**As removed (AR)** Product (“goods”) Condition and history is unknown; has no airworthiness certification. No warranty expressed or implied. This condition has no return provisions of any kind.

#### **WARRANTY NOTICE**

All Returns Must Have A Return Material Authorization (RMA) Number In Order For Dow Aero, LLC To Issue A Credit Or Replacement. Please Write The RMA Number In Each Carton And Place A Copy Of The RMA Notice With Each Part In Order To Expedite The Processing Of The Warranty Claim. To Obtain An RMA Number Contact The Dow Aero, LLC Sales Or Customer Service Representative.

#### **CORRECTION OF DEFECTS**

If during the applicable warranty period, a defect in material or workmanship causes damage to a warranty part or renders it unserviceable, Dow Aero, LLC will replace or repair, at Dow Aero, LLC expense and option, any such damage or unserviceable part to the condition it was in at the

time the damage occurred. The cost of any replacement or repaired part which has a life limit established by the manufacturer or government authority will be shared pro rata with Dow Aero, LLC and Buyer based upon the unused life of the damaged part at the time it was damaged.

#### **DETERMINATION OF COVERAGE**

Dow Aero, LLC will determine if any defect in the material or workmanship occurred within the coverage of this warranty based on acceptance industry maintenance procedures and standards and original equipment manufacturer's warranty policies as applicable.

#### **CONDITION**

Dow Aero, LLC's warranty obligations described herein as subject to the following conditions:

The warranty product has been used under normal operating conditions as established by the OEM and has not been subject to misuse, mishandling, negligence, accident, or ingestion of foreign material.

The Warranty part has been maintained in accordance with the FAA-approved airworthiness maintenance program and maintenance manual (or equivalent government approved documentation for those Buyer's operating under foreign registry) and with any written instructions provided by Dow Aero, LLC and/or the original equipment manufacturer.

Furthermore, on the sale of overhauled/repaired battery/power supply/batter cells, this warranty is void if at any time during the 90-day period any of the following occur: (1) The battery/power supply is shipped outside the United States (pertains to non-U.S. Military end users only). (2) The battery/power supply is stored in refrigerator. Refrigerator storage automatically voids the FAA 8130-3 maintenance release. (3) The battery/power supply is worked on or otherwise tampered with by the Buyer or any other third party. (4) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result from overcharging by the Buyer or other end user. (5) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result of faulty installation and/or installation on faulty equipment

Buyer, within the applicable warranty period or within 15 days of discovery of a malfunction, whichever is earlier notifies Dow Aero, LLC of its claim and the basis for such claim.

The defected part is shipped within 10 days of the discovery of the malfunction to Dow Aero, LLC or to such other location as Dow Aero, LLC may designate in writing to Buyer within 5 days of receiving notice of the warranty claim.

All transportation costs and risk of loss of warranty parts shipped for correction of defects to and from the facility designated by Dow Aero, LLC are borne by Buyer.

All original documentation supplied by Dow Aero, LLC to the Buyer and an engineer's report detailing reason for removal/failure, need to be returned with the part for warranty consideration.

#### **DISCLAIMER**

The Warranties Set Forth In This Limited Warranty Provision And The Obligations And Liabilities Of Dow Aero, LLC Hereunder, Are Expressly In Lieu Of Any Buyer Hereby Waives And Releases Dow Aero, LLC From, And All Other Warranties, Agreements, Guarantees, Conditions, Duties, Obligations, Remedies Or Liabilities, Express Or Implied, Arising By Law Or Other Wise, Including Without Limitation Any Warranty Or Merchantability Or Fitness For Intended Use. With Respect To Dow Aero, LLC's Performance Hereunder And Buyer Agrees That Dow Aero, LLC Will Not Be Liable For Any Damage Or Loss (Including, But Not Limited To Consequential Damages) Suffered By Buyer, Directly Or Indirectly, Whether In Tort Or Contract, Because Of Any Defect In Material Or Workmanship Warranty Hereunder. No Agreement Or Understanding Varying, Altering Or Extending Dow Aero, LLC's Liability Hereunder Will Be Binding On Dow Aero, LLC Unless In Writing By A Duly Authorized Officer Or Representative Of Dow Aero, LLC

#### **ASSIGNMENT OF WARRANTIES**

Dow Aero, LLC hereby assigns to Buyer, effective upon payment in full for the part, any and all existing manufacturers and overhaul agency warranties for the part which run to Dow Aero, LLC, to the extent assignable. Upon

request, Dow Aero, LLC will cooperate with Buyer in processing claims arising under such assigned warranties in Dow Aero, LLC's name or that of Buyer as appropriate, provided always that buyer will indemnify Dow Aero, LLC for any costs and expenses incurred by Dow Aero, LLC in connection with such assistance. With respect to such assignments, it is understood that except as provided in this paragraph "F", Dow Aero, LLC shall have no further liability to the Buyer.

#### **WARRANTY REPAIRS**

Warranty Repairs may be performed by the Buyer upon the Buyer's request and consent thereto by Dow Aero, LLC in writing given prior to commencement of any such repairs. Dow Aero, LLC will reimburse Buyer for the actual reasonable costs for any such repairs consented to by Dow Aero, LLC in writing.

#### **NON-COVERED ITEMS**

If Dow Aero, LLC determines that the part is not covered by the warranty, Buyer will pay Dow Aero, LLC for work performed and materials furnished in connection with the teardown, investigation, reassembly, and any authorized repair or maintenance services performed, in accordance with Dow Aero, LLC, , LLC's then current charges.

#### **OUTSOURCED REPAIRS**

All parts serviced/repaired/overhauled by an outside repair facility will be subject to the warranty conditions of that facility. Final determination of condition of material is the responsibility of the purchaser's quality assurance department.

#### **LIMITATION OF LIABILITY**

In No Event Will Dow Aero, LLC's Liability Under This Warranty Exceed The Purchase Price Paid For The Part.

#### **LIMITED WARRANTY FOR SERVICE PARTS COVERAGE AND WARRANTY PERIOD**

Dow Aero, LLC hereby warrants that the parts serviced hereunder will be free of any defects in the material or workmanship in accordance with the following warranty

schedule based on the condition code of the parts stated on the quotation, certificate of conformance, FAA 8130-3, etc. thereof. Part condition, definition and warranty parts are defined as follows:

**Factory New (FN)** Unit received from OEM or authorized distributor. Original Equipment Manufacturer's (OEM) warranty applies.

**New/Unused (NS)** Unit received from other than OEM or authorized distributor. Fifteen (15) days from date of shipment.

**Overhauled (OH)** Unit certified airworthy. Dow Aero, LLC offers a 90-day warranty on all overhauled batteries/power supplies. However, this warranty is void if at any time during the 90-day period any of the following occur: (1) The battery/power supply is shipped outside the United States (pertains to non-U.S. Military end users only). (2) The battery/power supply is stored in refrigerator. Refrigerator storage automatically voids the FAA 8130-3 maintenance release. (3) The battery/power supply is worked on or otherwise tampered with by the Buyer or any other third party. (4) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result from overcharging by the Buyer or other end user. (5) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result of faulty installation and/or installation on faulty equipment. All parts serviced/repaired/overhauled by an outside repair facility will be subject to the warranty conditions of that facility.

**Serviceable (SV)** Unit certified airworthy. Dow Aero, LLC offers a 90-day warranty on all serviceable/repaired batteries/power supplies/battery cells. However, this warranty is void if at any time during the 90-day period any of the following occur: (1) The battery/power supply/battery cell is shipped outside the United States (pertains to non-U.S. Military end users only). (2) The battery/power supply/battery cell is stored in refrigerator. Refrigerator storage automatically voids the FAA 8130-3 maintenance release. (3) The battery/power supply/battery cell is worked on or otherwise tampered with by the Buyer or any other third

party. (4) Inspection of the battery/power supply/battery cell by Dow Aero, LLC reveals that malfunction of the battery/power supply/battery cell is a direct result from overcharging by the Buyer or other end user. (5) Inspection of the battery/power supply/battery cell by Dow Aero, LLC reveals that malfunction of the battery/power supply/battery cell is a direct result of faulty installation and/or installation on faulty

equipment. All parts serviced/repaired/overhauled by an outside repair facility will be subject to the warranty conditions of that facility.

#### **WARRANTY NOTICE**

All Returns Must Have A Return Material Authorization (RMA) Number In Order For Dow Aero, LLC To Issue A Credit Or Replacement. Please Write The RMA Number In Each Carton And Place A Copy Of The RMA Notice With Each Part In Order To Expedite The Processing Of The Warranty Claim. To Obtain An RMA Number Contact The Dow Aero, LLC Sales Or Customer Service Representative.

#### **CORRECTION OF DEFECTS**

If during the applicable warranty period, a defect in material or workmanship causes damage to a warranty part or renders it unserviceable, Dow Aero, LLC will replace or repair, at Dow Aero, LLC expense and option, any such damage or unserviceable part to the condition it was in at the time the damage occurred. The cost of any replacement or repaired part which has a life limit established by the manufacturer or government authority will be shared pro rata with Dow Aero, LLC and Buyer based upon the unused life of the damaged part at the time it was damaged.

#### **DETERMINATION OF COVERAGE**

Dow Aero, LLC will determine if any defect in the material or workmanship occurred within the coverage of this warranty based on acceptance industry maintenance procedures and standards and original equipment manufacturer's warranty policies as applicable.

#### **CONDITION**

Dow Aero, LLC's warranty obligations described herein as subject to the following conditions:

The warranty product has been used under normal operating conditions as established by the OEM and has not been subject to misuse, mishandling, negligence, accident, or ingestion of foreign material.

The Warranty part has been maintained in accordance with the FAA-approved airworthiness maintenance program and maintenance manual (or equivalent government approved documentation for those Buyer's operating under foreign registry) and with any written instructions provided by Dow Aero, LLC and/or the original equipment manufacturer.

Furthermore, this warranty is void if at any time during the 90-day period any of the following occur: (1) The battery/power supply is shipped outside the United States (pertains to non-U.S. Military end users only). (2) The battery/power supply is stored in refrigerator. Refrigerator storage automatically voids the FAA 8130-3 maintenance release. (3) The battery/power supply is worked on or otherwise tampered with by the Buyer or any other third party. (4) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result from overcharging by the Buyer or other end user. (5) Inspection of the battery/power supply by Dow Aero, LLC reveals that malfunction of the battery/power supply is a direct result of faulty installation and/or installation on faulty equipment

Buyer, within the applicable warranty period or within 15 days of discovery of a malfunction, whichever is earlier notifies Dow Aero, LLC of its claim and the basis for such claim.

The defected part is shipped within 10 days of the discovery of the malfunction to Dow Aero, LLC or to such other location as Dow Aero, LLC may designate in writing to Buyer within 5 days of receiving notice of the warranty claim.

All transportation costs and risk of loss of warranty parts shipped for correction of defects to and from the facility designated by Dow Aero, LLC are borne by Buyer.

All original documentation supplied by Dow Aero, LLC to the Buyer and an engineer's report detailing reason for removal/failure, need to be returned with the part for warranty consideration.

#### **DISCLAIMER**

The Warranties Set Forth In This Limited Warranty Provision And The Obligations And Liabilities Of Dow Aero, LLC Hereunder, Are Expressly In Lieu Of Any Buyer Hereby Waives And Releases Dow Aero, LLC From, And All Other Warranties, Agreements, Guarantees, Conditions, Duties, Obligations, Remedies Or Liabilities, Express Or Implied, Arising By Law Or Other Wise, Including Without Limitation Any Warranty Or Merchantability Or Fitness For Intended Use. With Respect To Dow Aero, LLC's Performance Hereunder And Buyer Agrees That Dow Aero, LLC Will Not Be Liable For Any Damage Or Loss (Including, But Not Limited To Consequential Damages) Suffered By Buyer, Directly Or Indirectly, Whether In Tort Or Contract, Because Of Any Defect In Material Or Workmanship Warranty Hereunder. No Agreement Or Understanding Varying, Altering Or Extending Dow Aero, LLC's Liability Hereunder Will Be Binding On Dow Aero, LLC Unless In Writing By A Duly Authorized Officer Or Representative Of Dow Aero, LLC

#### **ASSIGNMENT OF WARRANTIES**

Dow Aero, LLC hereby assigns to Buyer, effective upon payment in full for the part, any and all existing manufacturers and overhaul agency warranties for the part which run to Dow Aero, LLC, , LLC., to the extent assignable. Upon request, Dow Aero, LLC will cooperate with Buyer in processing claims arising under such assigned warranties in Dow Aero, LLC's name or that of Buyer as appropriate, provided always that buyer will indemnify Dow Aero, LLC for any costs and expenses incurred by Dow Aero, LLC in connection with such assistance. With respect to such assignments, it is understood that except as provided in this paragraph "F", Dow Aero, LLC shall have no further liability to the Buyer.

#### **WARRANTY REPAIRS**

Warranty Repairs may be performed by the Buyer upon the Buyer's request and consent thereto by Dow Aero, LLC in writing given prior to commencement of any such repairs. Dow Aero, LLC will reimburse Buyer for the actual reasonable costs for any such repairs consented to by Dow Aero, LLC in writing.

#### **NON-COVERED ITEMS**

If Dow Aero, LLC determines that the part is not covered by the warranty, Buyer will pay Dow Aero, LLC for work performed and materials furnished in connection with the teardown, investigation, reassembly, and any authorized repair or maintenance services performed, in accordance with Dow Aero, LLC, , LLC.'s then current charges.

#### **OUTSOURCED REPAIRS**

All parts serviced/repaired/overhauled by an outside repair facility will be subject to the warranty conditions of that facility. Final determination of condition of material is the responsibility of the purchaser's quality assurance department.

#### **LIMITATION OF LIABILITY**

In No Event Will Dow Aero, LLC's Liability Under This Warranty Exceed The Purchase Price Paid For The Part.

## **INDEMNIFICATION**

Buyer hereby releases and agrees to defend, indemnify and hold Dow Aero, LLC; its directors, officers, employees and agents harmless and against any and all liabilities, claims, demands, suits, damages and losses (including without limitation all attorney's fee costs and expenses in connection therewith or incident thereto) for deaths of or injuries to any persons whomsoever (including, without limitation Buyer's employees) and for loss of, therewith or incident thereto) and for loss of, damage to destruction of, or delay in the delivery of any property whatsoever (including, without limitation, aircraft of Buyer) in any manner arising out of or in connection with the parts subsequent to their delivery by Dow Aero, LLC hereunder regardless of the negligence, active or passive, of Dow Aero, LLC its directors, officers, employees or agents. Buyer will, at the request of Dow Aero, LLC negotiate any claim or defend any action or suit brought against Dow Aero, LLC or in which Dow Aero, LLC is joined as a party defendant based upon any matters for which Buyer has released and indemnified Dow Aero, LLC hereunder.

## **CONSEQUENTIAL DAMAGES**

In No Event Will Dow Aero, LLC Be Liable For Any Special, Incidental Or Consequential Damages Including But Not Limited To Lost Revenues, Lost Profit, Or Loss Of Prospective Economic Advantage, Resulting Directly Or Indirectly Form This Transaction Of The Use Of The Parts Or Any Inability To Use Such Either Separately Or In Conjunction With Other Parts Or Equipment.

## **PAYMENT**

All prices quoted are in USD.

Dow Aero, LLC accepts credit cards (Visa, MasterCard with a 2.5% processing fee, and American Express with a 3.5% processing fee) as a payment option. If paying by wire transfer please add \$25.00 to cover bank charges.

For pre-approved Buyers, Dow Aero, LLC, will extend no more than Net 30 credit terms. Past Due Invoices are subject to a 1.5% finance charge (computed daily).

For pre-pay Buyers, full payment must be received by Dow Aero, LLC prior to part shipment. Payment must be made within 10 business days after receipt of order. In the event that payment is not made within 10 business days after receipt of order, the order will be canceled.

## **TAXES**

Buyer will pay and agrees to indemnify, defend and hold Dow Aero, LLC harmless from any taxes, including but not limited to sales taxes, imposed by any taxing authority as a result of performance hereunder.

## **CREDIT**

Payment terms will be prepaid for first time orders. Terms for future orders will be dependent upon credit approval. In consideration of Dow Aero, LLC "Seller" extending credit to you "Buyer", the Buyer agrees to pay for all items delivered to or at the request of Buyer by Seller within the stated terms of the invoice for said items. All accounts are due and payable upon set terms at the remittance address shown on the Invoice.

1. Buyer agrees to be bound by all the terms, conditions contained in the credit application. Seller may modify the terms and conditions of the application, from time to time.
2. Buyer agrees to pay to Seller, without discount, pursuant to the terms set forth by agreement between Buyer and Seller. In the event Buyer does not pay the amounts due pursuant to the terms of the agreement between Buyer and Seller, Buyer agrees to pay a past due interest charge at the highest rate pursuant to the laws of the State of Oklahoma.
3. Buyer agrees to immediately, upon receipt, examine each of Seller's invoices. Within ten (10) days from the date of each Invoice, Buyer shall advise Seller of any transaction Buyer disputes, together with a written statement specifying the reasons for such dispute. Failure to notify Seller of any dispute shall constitute a complete waiver of any and all disputes relating to such invoice.
4. Seller may, at any time, without notice, cancel all credit available to Buyer and refuse to make any further credit advances.
5. In the event of: (a) Buyer default on any payment when due, or (b) Buyer death, bankruptcy or insolvency, or (c) attachment of levy against Buyer, or any affiliate, or against Buyer property, or the property of any affiliate, the Seller, without notice, shall be entitled to the entire amount of obligation then due and such obligation shall become immediately due and payable.
6. Buyer agrees to pay all costs and attorneys' fees incurred by Seller in relation to the interpretation, construction or enforcement of any or all of Buyer's obligations hereunder whether or not suit is filed.
7. That an agreement will be entered into and is to be performed in the County of Oklahoma, State of Oklahoma, and any action brought hereunder shall be brought in said county and state at the option of and in the sole discretion of Seller.
8. That Buyer, warrants and represents to Seller, under penalty of perjury, that Buyer, and/or the business entity Buyer represents are solvent and able to pay the obligations as they become due and/or that the business that Buyer represents is able to pay its obligations as they become due.
9. That Seller may use the credit agreement with any bank or other kind of financial institution for the purpose of obtaining all personal and business

financial information of any kind or nature whatsoever in the name of Buyer and/or the entity we represent.

10. That it is the essence of the credit agreement that the information contained herein is true and correct, that any information provided by Buyer or any guarantor, is true and correct, and that Seller may and shall rely upon such information and that Seller determines, in its sole discretion that there is a misrepresentation, Seller may call the entire balance due and payable.

11. By signing the agreement Buyer acknowledges that he or she has accurately completed the application to the best of his or her ability. Buyer understands that any errors or falsifications made within the application could result in request for credit being delayed and/or denied.

## **MISCELLANEOUS FEES**

The below are fees subject to orders placed based on need and will be quoted as required to meet Buyer's order requirements:

**Hazardous Materials/Dangerous Goods Packaging Fee \$75.00 D.A.R. Fee \$100.00  
AOG Fee \$500.00**

AOG defined as order received before noon (12:00PM CST) needing to ship same day (*No Orders Received After Noon (12:00pm CST) Will Ship Same Day - - No Exceptions*)

**Expedite Fee \$250.00**

Expedite defined as orders received either before or after noon (12:00PM CST) needing to ship next day.

## **DELIVERY**

Unless otherwise agreed in advance, all parts are shipped FOB ORIGIN. Buyer is responsible for all shipping and handling fees, including special boxes or crates. Please advise your freight account number and preferred shipping method at

the time the order is submitted. Where no details are supplied shipping will be charged at cost.

Dow Aero, LLC will not be responsible for lost or destroyed shipments that are not insured by the Buyer. Shipments that are charged at cost to the Buyer will include insurance unless otherwise denied by the Buyer in writing.

Quoted delivery schedule is approximate only and subject to delays due to cause beyond Dow Aero, LLC's control of force majeure, including, but not limited to, acts of God or the public enemy, acts of the government, civil war, insurrections or riots, reactions, strikes or freight embargoes or for any other cause to the extent it is beyond Dow Aero, LLC's sole fault or negligence. In the event of such delay, the Dow Aero, LLC will notify the buyer and delivery dates shall be extended accordingly for a period equal to a time lost by reason of such delay. In no event shall Dow Aero, LLC be liable for any special incidental or consequential damages.

It is the Buyer's responsibility to obtain a valid export license. Materials Sold By Dow Aero, LLC ARE NOT TO BE SHIPPED TO ANY COUNTRY WITH AN EMBARGO IMPOSED BY THE U.S. GOVERNMENT.

Dow Aero, LLC will not export on Buyers behalf beyond the sales/service of batteries/ power supplies/battery cells listed under Dow Aero, LLC's capabilities list and **only** to EASA member countries. As an FAA repair station there are many more rules and regulations that Dow Aero, LLC is required to follow as opposed to brokers, distributors and shipping companies. Furthermore, as an EASA 145 member we are not allowed to ship to a non-EASA member country without bringing in an FAA certified DAR to complete and International FAA 8130-3, for which the Buyer is then required to complete FAA Form 8130-1, Application For Export, which requires information not usually readily available for completion; these are the reasons why we do not export outside of EASA member countries.

When exporting is necessary for the U.S. or Canada based Buyer there are two options available: (1) Dow Aero, LLC will ship directly to the U.S. or Canada based Buyer and the U.S. or Canada based Buyer can export, or (2) Dow Aero, LLC will ship the order to a freight forwarding company or courier service for them to export. When a freight forwarding company or

courier service are involved, it is policy that for all Dow Aero, LLC documents, such as Invoice, packing slip, AWB/BOL, HM/DG forms, etc., that the freight forwarding company is the recipient and they are afterwards, responsible for the export shipping and all further documentation required from their location to the final destination. Furthermore, when dealing with Hazardous Materials (HM) / Dangerous Goods (DG), Dow Aero, LLC will not prepare documentation beyond the U.S. or Canada based Buyer or freight forwarder location. ***There are no exceptions to this exporting policy.***

#### **RETURNS**

All Orders are subject to a 25% restocking fee. In addition, all parts must be returned within 15 days of parts being shipped. After 15 days no returns will be processed. Return Material Authorization (RMA) is required for all returned parts. All returns are subject to executive review. Dow Aero, LLC will not reimburse shipping on returned parts. Any parts returned without an RMA # will be non-refundable and returned to Buyer at Buyer expense. NO RETURNS ON SPECIAL ORDERS!

#### **ENTIRE CONTRACT**

The express terms and conditions contained on the face and those set forth on any continuation sheets, contain the entire understanding of the parties with respect to the sale of the parts. Any terms and terms and conditions proposed in Buyer's purchase order which add to, vary from or conflict with the terms and conditions herein and hereby expressly objected to, any may become effective only if accepted by Dow Aero, LLC in writing.

#### **GOVERNING LAW**

The terms of all orders shall be governed by the laws of the State of Oklahoma. The Parties consent to jurisdiction of the State of Oklahoma and agree that venue is proper in any state or federal court located in Oklahoma County, Oklahoma.

#### **MODIFICATION**

No modification of these terms and conditions shall be binding upon the parties hereto unless in writing signed by both parties hereto.