

TERMS AND CONDITIONS

ACCEPTANCE: THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FRONT SIDE HEREOF CONSTITUTE ALL THE TERMS OF AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND SELLER. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF SELLER THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO EFFECT. Any additional contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the goods on the front side hereof is hereby objected to and shall be of no effect. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by Seller at its offices in Miami-Dade County, State of Florida. No waiver or alteration of terms herein shall be binding unless in writing and signed by an executive officer of Seller. All products were shipped at Buyer's risk and Seller's responsibility for damage to products ceased when the products were delivered to the carrier or to buyer or buyer's agent at seller's facility, whichever occurs earlier, at which time 'delivery' to buyer was deemed to have been made. Seller has selected a carrier who is not an agent for seller and seller has no liability for such shipment. All returns are subject to a 25% restock fee. Discrepancies must be filed within 7 working days, no RMA'S will be authorized after 30 calendar days. A 3.8% bank fee will be charged on all credit card transactions.

PRICE: The price is that stated on the face side hereof. Buyer shall reimburse Seller for any excise, sales or use taxes or permit fees incident to this transaction for which Seller may be liable or which Seller is required by law to collect. Buyer also shall be responsible for the cost (and any related fees) of any modification to comply with local and state statutes or rules. Payment must be in U.S. Funds.

DELIVERY DELAYS: Seller will make every effort to adhere to the delivery schedule specified on the face hereof, but no obligation do so is assumed. Seller not be responsible or liable for any loss, damage, delay or failure to perform in whole or in part, directly or indirectly, resulting from and/or contributed to by reason of, including but not limited to acts of God, war, riot, embargoes, acts or requirements of governmental or military authorities, fires, floods, severe weather, accidents, quarantines restrictions, factory conditions, strikes, delays in transportation, shortage of cars, fuel, labor or materials, or any other costs beyond the control of Seller. Seller shall in no event be responsible for remote or, incidental or consequential damages.

DEFAULT OF BUYER: Seller shall not be required to proceed or continue with performance of buyer's order while Buyer is in default under this or any other contract with Seller. If Buyer's financial condition is found to be or becomes unsatisfactory to the seller during the terms of this contract, Seller may terminate this contract and also terminate all other contracts covering sales to Buyer of Seller's goods whether or not Buyer may otherwise be in default and no rights shall accrue to Buyer against Seller on account of such termination period.

WARRANTY: Parts are warranted as follows: Repairs for 12 months, Overhaul for 18 months. Improper use and care will void this warranty. The warranty period begins from original overhaul date shown on 8130 form and teardown report. Shipping charges to Seller are not covered by this limited warranty.

SHIPMENTS: All shipments shall be FOB Seller. Accordingly, after shipment of products to carrier, all risk of damage too, loss or destruction of the product shall be borne by Buyer. Shipment may be made by the method or carrier deemed most feasible by Seller. Buyer agrees that Seller has delivered the goods in Dade County, State of Florida. Buyer agrees that in the event of any dispute between the parties arising out of the goods, this invoice or any dealings between parties, that such delivery and dealings have taken place in Miami-Dade County, State of Florida, and that the jurisdiction and venue over any disputes between them, whether arising out of the goods, this invoice, or otherwise, shall be vested in the Courts of Miami-Dade County, State of Florida. Buyer waives benefit of any and all laws in its home jurisdiction purporting to waive jurisdiction in any state, and waives the benefit of any objections to jurisdiction or venue in Miami-Dade County, State of Florida.

COMPLETE AGREEMENT: The terms and conditions on both sides of this document, constitute the entire contract between Buyer and Seller, and no change or waiver of any such terms shall be effective unless in writing and signed by an officer of Seller. In the event of any litigation between the parties, the prevailing party shall be entitled to an award of reasonable attorney's fees and court cost. Buyer agrees to hold harmless and indemnify Seller, including payment of reasonable attorney's fees and court cost if any claims are assessed against Seller by any third party arising out of this invoice, or arising out of the goods sold by this invoice.

MILITARY ORDERS/REPAIRS: By accepting delivery of this material, you (i.e. the purchaser) hereby represent and warrant that you are not an embassy or any agency or subdivision of a foreign government. If you are an embassy or agency or subdivision of a foreign government, you must provide to us (i.e. the seller) a copy of the State/Commerce Department License or license number which allows you to receive and export the material that subject of this sale.

FLUGEL, LLC supplied products cannot be shipped to any BARRED COUNTRY such as: CUBA, IRAN, IRAQ, LIBYA, NORTH KOREA, SUDAN, SYRIA or ANY OTHER BARRED COUNTRY.

Special Terms and Conditions of ITAR-Related (Military) Goods

1. With respect to any item or information that may be disclosed or transferred pursuant to these Terms or any Order, Buyer agrees to comply with all applicable U.S. export control laws, including without limitation the *Export Administration Act and the Export Administration Regulations*, and such related and/or successor acts or regulations; including the requirement to follow any conditions provided by an export license or agreement, if applicable.

2. In the event these parts, their use, manufacture, import or export, are subject to any restrictions under the *International Traffic and Arms Regulations (ITAR)*, Buyer is solely responsible for full compliance with all import and export laws and regulations and will obtain and maintain all import, export and re-export approvals and licenses required for the parts, transfers and technical data delivered and will retain and evidence to Seller documentation showing compliance with all laws and regulations.

Without limiting the foregoing, Buyer agrees that it will not transfer any information it receives from Seller or relating to the Products that constitutes any export controlled items, data, or services. Therefore, any item or information obtained through these Terms, any Order or any other agreement may not be disclosed, exported or transferred to any foreign country, person or entity, until after obtaining written authorization from Seller and the appropriate U.S. governmental agency. The Buyer further agrees that it shall not engage in any transaction with respect to the Products, by way of resale, lease, and shipment or otherwise, which violates any statute or regulation of the United States of America or the applicable law of such transaction or Buyer. Buyer shall promptly inform Seller of its intent to modify any Products for military use or application.

3. Compliance With Laws Relating to Buyer: Buyer shall comply with all laws and regulations applicable to Buyer, Buyer's business and to the purchase, delivery, possession, sale, installation, use, or import of all Products sold hereunder or under the Order. As a condition of purchase, Buyer shall comply with all applicable export control laws and regulations of the United States, the European Union and any other country having jurisdiction and shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer or use of all Products and technology delivered hereunder. Buyer shall not sell, transfer, export or re-export any Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Products or technology in any facility which engages in activities relating to such weapons.