

Notwithstanding any other provision to the contrary, the following terms and conditions shall apply to any sale of parts by United Aviation (Singapore) Pte Ltd (Seller) a company registered in Singapore and having its registered office at 132 Gul Circle, Singapore 629597. Any purchase order covering the sale of Seller's parts shall be governed solely by these Terms and Conditions of Sale and other written provisions mutually agreed, upon, if any. Any oral understandings are expressly excluded. Seller shall not be deemed to have waived these Terms and Conditions of Sale if it fails to object to provisions appearing on, incorporated by reference in, or attached to Buyer's Purchase Order form which provisions are hereby expressly rejected. Buyer's silence or acceptance or use of parts constitutes its acceptance to these Terms and Conditions of Sale. No modification or addition to these Terms and Conditions of Sale shall be effective unless agreed to in writing and signed by an authorized representative of Seller. Buyer shall not be obligated to buy any parts from Seller, and, Seller shall not be obligated to sell any parts to Buyer. In the event Buyer order parts from Seller, and Seller delivers parts to Buyer, the terms and conditions contained in this document shall apply to all such purchases and sales transactions.

1. Prices

- a. All prices are Ex Works, Seller's facility (Incoterms, 2010). All prices are quoted in, and shall be payable in, United States Dollars and do not include any Seller non-standard testing, certification or inspection requirements. Buyer agrees to arrange for and pay all expenses necessary to deliver purchased parts from Seller's facility.
- b. Buyer's order is subjected to Seller's minimum order requirements.
- c. Prices do not include any taxes or duties on the purchase or sales of Parts, including, but not limited to, federal, state, or municipal excise, sales, use or value added taxes or import duties, if any. Any such taxes and duties that may become due and owing shall be paid by Buyer, excluding taxes based upon Seller's gross income.

2. Payment and Setoff

- a. Buyer shall pay Seller's invoices within thirty (30) days of the date of such invoices, subject to meeting Seller's credit requirements. Invoices shall not be dated earlier than the date of shipment of the Parts to which the invoices applies.
- b. Buyer is prohibited from and shall not seek setoff for any amount, whether or not liquidated, against sums which Buyer asserts are due it, its parents, subsidiaries, affiliates or other divisions or units, whether under this Agreement or otherwise.

3. Interest Charges

- a. Late Payment Interest Charges will be imposed for any outstanding amount not paid when due. Payment received by Seller after the due date is considered late will be subjected to interest charges. Interest at 12% per annum is charged from the due date of the payment until payment in full is accepted by Seller.

4. Shipment and Acceptance of parts

- a. Delivery shall be made within the time specified on Buyer's order or within Seller's lead time, which ever is later.
- b. Buyer agrees to pay Seller any special handling and other costs related to rush

shipments.

- c. Buyer shall visually inspect and rejects Parts delivered pursuant to this Agreement within thirty (30) days of shipment from Seller. In the events that Parts do not comply with the applicable manufacturer's drawings, Buyer shall notify Seller of such non-compliance or defect and give the Seller a reasonable opportunity to replace such Parts or credit the Buyer for the purchase price. Buyer shall comply with Seller's return material authorization policies.
- d. All parts shipped to Buyer shall be suitably packed for shipment to prevent damage in transit in accordance to Seller's standard shipping practices.
- e. Seller reserves the right to replace Standard Parts (as defined in the code of Federal Regulations (CFR), Title 14, Chapter 1, Part 21, Subpart K, Section 21.303(b)(4)), conforming to established industry or U.S. Specifications (i.e., AN, MS, NAS), with another Standard Part, where the drawing or specification authorizes the use of another part (i.e., superseded or replaced by). Such requirement Standard Part supplied shall be priced in accordance with the part ordered by Buyer. Seller reserve the right to determine appropriate Standard Part revision level, if revision level is not expressly defined by Buyer on the face of the purchase order.

5. Default and remedies

- a. If either party substantially fails to perform a material obligation under this Agreement and such failure to perform remains uncured for thirty (30) days after the receipt of written notice stating the failure to perform, the performing party may terminate this agreement.
- b. Buyer may purchase parts from other resources if Seller is unable or unwillingly to sell parts to Buyer under this Agreement for any reason. Seller shall have no liability in the event Seller is unable or otherwise unwillingly to sell such parts to Buyer.

6. Warranty

- a. Seller warrants that at time of delivery to Buyer, Parts will match the applicable specifications provided to Seller by Buyer and will be free from defects in workmanship and material. These warranties shall run to the Buyer, its successors and assigns. This warranty is valid for one (1) years after delivery. Buyer must notify Seller in writing of the non-conformance of or any defect in any Part within thirty (30) days of such discovery.
- b. Seller's sole obligation under this warranty is limited to Seller's replacement of any Parts or refund to Buyer of the price of such part (at Seller's option) for any part not matching the applicable specifications provided to Seller by Buyer or containing a defect in workmanship or material. Seller agrees to pay reasonable transportation costs for the return of any such non-conforming or defective Part in an amount not to exceed normal shipping charges to a facility designated by Seller.
- c. Seller shall not be liable under this warranty for any defect resulting from a Part having been exposed or subjected to: (i) Any alteration, modification, maintenance, repair, installation, handling, transportation, storage, operation or use that is improper or otherwise not in compliance with the manufacturer's instructions, unless caused by Seller, (ii) Any accident, contamination, foreign object damage, abuse,

neglect, or negligence after delivery to Buyer, unless caused by Seller; or, (iii) Any damage precipitated by any part not supplied by Seller.

- d. This warranty is exclusive and in lieu of all other warranties, whether written or oral, express, implied or statutory, including, without limitation, any implied warranties or merchantability, fitness for particular purpose, or non-infringement, all of which are hereby expressly disclaimed. No extension or expansion of this warranty shall be binding upon Seller unless set forth in writing and signed by Seller's authorized representative. In no event shall Seller be liable for interruption of business, loss of profits, loss of use, special, indirect, incidental or consequential damages under this warranty even if advised of the possibility of such damages. The exclusion of these damages as set forth in this warranty shall be deemed independent of, and shall survive, any failure if the essential purpose of any limited remedy under the terms of this warranty.

7. Excusable delays

- a. Seller shall not be liable for any delay in the performance hereunder or delivery of Parts if the delay is caused by forces beyond its reasonable control, including, but not limited to, (i) delay by Buyer in providing the necessary specifications, data, or approvals, which causes Seller's delay in performance hereunder and/or delivery of Parts, (ii) any act of God, war or threat of war, insurrections or riots, fires, flood, earthquake, epidemics, quarantine, civil disturbance, strikes, lock-outs, import regulations or embargoes, industrial actions or trade disputes, world wide shortage of raw material, manufacturer failing to deliver according to agreed lead time that affect supply of goods and services. If Seller is unable to ensure an uninterrupted supply of Parts at no additional costs to Buyer despite Seller's best efforts after thirty (30) days, Buyer may in writing immediately terminate the orders as to such Parts for which the Seller is excused from delivery without liability to Seller.

8. Patent Indemnification

- a. Seller shall, as its sole obligation with regard to patent indemnification, upon the request of the Buyer, assign, transfer and set over to Buyer any and all patent indemnification's of Seller's suppliers and/or manufacturers or Parts.

9. Confidentiality

- a. Neither party shall disclose to a third party any information concerning the Terms and Conditions of this Agreement, nor the prices offered to Buyer in this Agreement, without first obtaining the written consent of the other Party, except pursuant to government rules and regulations or as otherwise required by the law.

10. Assignment

- a. Neither party shall assign this Agreement or any portion thereof without the prior consent of the other party. Buyer acknowledges that Seller is a distributor or parts and will be purchasing Parts from third parties to the specifications that Buyer provides to Seller.

11. Complete agreement

- a. This agreement is the complete agreement of the parties and supersedes any previously executed agreements, other writings or oral understanding that relate to the subject matter of this Agreement.
- b. This Agreement shall not be modified or amended except by written agreement dated subsequent to the date hereof and signed by the party to be charged thereby.

12. Waiver

- a. Failure by either party to assert any or all of its rights upon any breach of this Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of payment or Part. No waiver of any right shall extend to or affect any other right either party may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

13. Export Law

- a. Buyer shall be responsible for compliance with the export control laws and regulations of the U.S. Government and agrees to not re-distribute, re-sell or otherwise transfer the parts delivered by Seller to Buyer under this agreement without first having obtained all necessary approvals and licenses from the appropriate U.S. Government agency. Seller shall make application for any export license that may be required under this Agreement. Seller shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of the following U.S. Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license, that limits or has a material adverse effect on the cost of Seller's performance hereunder.

14. Limitation of liability

- a. Seller's liability for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the design, development, manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this Agreement shall in no case exceed the contract price allocated to the product, or part thereof, or service that give rise to the claim.
- b. Notwithstanding anything in this Agreement to the contrary, Seller will not be liable for any special damages, indirect damages, incidental damages, consequential damages, loss of profits, loss of revenues or loss of use of any property or capital of buyer or an third party, even if of the possibility of such damages has been disclosed to seller in advance or could have been reasonably foreseen by Seller. These exclusions of types of damages and limitations on the amount of damages set forth in this Agreement shall apply regardless of the theory of liability, whether based on contract, indemnity, warranty, tort, negligence, strict liability or any other legal theory. These exclusions of types of damages shall be deemed independent of, and shall survive, any failure of the essential purpose of any limited remedy under the Terms of this Agreement.