QUOTATION TERMS AND CONDITIONS

Quotation is valid for thirty days. All prices are based on material costs at the time of quotation.

Changes; any changes to the "scope of work" described herein will result in additional charges. Any additional charges will be estimated in advance, approved by the customer and invoiced accordingly.

Costs and Lead times may be affected by material shortages, back orders, and processing delays that are out of our control at time of order. Quotation/purchase order revisions may be necessary to accommodate increased costs and lead times.

Delivery; Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. IAE's Bellflower facility.

Production Schedules; will be established and adhered to by customer and IAE, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of customer or IAE. Where production schedules are not adhered to by the customer final delivery date(s) will be subject to renegotiation.

Warranty; IAE will warrant workmanship only for a period of twelve (12) months. Warranty repairs will be made at either IAE's facility in Bellflower, CA or the customers facility as negotiated.

Orders placed, verbal or written, cannot be cancelled except upon terms that will compensate IAE against loss incurred in reliance of the order.

Sales Tax; Prices do not include any applicable sales tax. Except where otherwise prohibited by law, all sales, excise, use or similar taxes or charges by the federal, any foreign, or any state or local government, which International Aero may be required to pay or collect, shall be in addition to prices stated and shall be paid by Customer, unless a valid exemption certificate is furnished therefore.

Payment Terms; shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications. All product supplied by IAE shall remain the property of IAE until payment is cleared.

Liability; IAE's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, IAE shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in IAE's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

Indemnification; The customer shall indemnify and hold harmless IAE from any and all loss, cost expense, and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against IAE

on grounds alleging that IAE violates any copyrights or any proprietary right of any person, or entity.

Preparatory Materials; Jigs, tooling, and set up materials and other items shall remain exclusive property of IAE unless otherwise agreed in writing.

Customer property; IAE maintains fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer while such property is in IAE's possession; IAE's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.

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