

TERMS AND CONDITIONS OF QUOTATION AND SALE

1. All orders subject to final acceptance by Precision Heli-Support (PHS) on the following terms and conditions which may not be modified except in writing and by an officer or director of PHS. PHS expressly objects to any additions, deletions, or differences in the terms or conditions contained in Buyer's PO or other document, whether or not such additions, deletions, or differences materially alter PHS's terms and conditions.
2. **PRICES AND TAXES:** Amounts represented on quotations and invoices are in USD. Notwithstanding any other provision herein, prices on quotations are subject to change without notice prior to acceptance of an order. All excise, sales or use taxes, any duties, any fees and any other charges imposed by any governmental authority upon the manufacture, sale, transportation, export or import of the goods sold hereunder shall be paid by the Buyer, or if required to be paid by PHS shall be reimbursed to by the Buyer. Unless otherwise specified, the price of any individual part or parts on an order is for the specific part only and does not include manufacturing and proprietary right, assembly drawings, tooling or manufacturing process drawings.
3. **SHIPMENT DATES, FORCE MAJEURE:** Shipping dates are approximate and subject to timely receipt of all necessary materials and supplies from PHS's vendors, all necessary information and data from Buyer and other contingencies beyond PHS's control. Shipping dates shall be extended to offset any delays caused by late delivery of material, supplies or data or by strikes, flood, riot, fire, governmental regulation, explosion, war or other casualty or cause beyond PHS's control. PHS will use reasonable efforts to notify Buyer of the nature of the occurrence and the estimated length of additional time necessary. In the event of delay PHS may, but shall not be required to allocate production and delivery among its customers.
4. **RISK OF LOSS:** Unless otherwise specified, shipping is FOB origin. Risk of loss or damage to the goods shall pass from PHS to the Buyer upon the earliest of the following to occur:
 - (a) delivery to the Buyer or its representative; or
 - (b) delivery to a common carrier for shipment to the Buyer.In case of returns, goods shall be at the Buyer's risk until received by PHS.
5. **SHORTAGES:** Precision Heli-Support reserves the right to reject all claims for shortages not made within fourteen (14) days of receipt of shipment.
6. **PAYMENT TERMS:** Payment to be made directly to PHS in USD upon receipt of product, or on other terms as previously negotiated and stated in writing by PHS.
7. **RETURNS:** All sales are final. Product may not be returned for credit or refund except at the sole discretion of PHS. Any returns accepted by PHS may be subject to a restocking fee of up to 25% of the item's invoiced price.
8. **WARRANTY:** Precision Heli-Support warrants that goods covered by this order will be free from defects in material or workmanship as confirmed by PHS's inspection for a period of ninety (90) days from the date of shipment provided:
 - (a) that the goods are properly installed, maintained and operated within the limits of rated and normal use;
 - (b) that PHS is notified of the defect within the warranty period;
 - (c) that within thirty (30) days of notification of defect the failed part is forwarded to the PHS location in Mesa, Arizona, U.S.A. for inspection.Precision Heli-Support's sole liability shall be to replace without charge any goods which have not complied with this warranty. At PHS's discretion, a refund may be offered in lieu of product replacement. **THIS WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** In no event shall PHS be liable for consequential damages, nor shall PHS' liability on any claim for damages arising out of or connected with the manufacture, sale, delivery or use of any of its products exceed the price paid therefore. In the event Buyer fails to limit to Seller's warranty set forth above any express or implied warranty it may make with respect to any product of which any article sold hereunder is a component, Buyer shall indemnify and hold Seller harmless from any and all liability, costs and expenses to which Seller may be subjected as a result of Buyer's failure to so limit its express or implied warranties. **NO MODIFICATION OR ALTERATION OF THE FOREGOING WARRANTY AND LIMITATION OF REMEDIES PROVISIONS SHALL BE VALID OR ENFORCEABLE UNLESS SET FORTH IN A WRITTEN AGREEMENT SIGNED BY THE SELLER AND BUYER.**
9. **CANCELLATION BY BUYER:** Buyer agrees to indemnify PHS for any losses, damages, or fees incurred by PHS as a result of cancellation, by Buyer, of a previously accepted order.
10. **CANCELLATION BY PHS:** Precision Heli-Support reserves the right to cancel an order in the event that any governmental price regulation, schedule or ceiling prescribes a price lower than the price as established in an order acknowledgement, or in any way prevents PHS from purchasing or otherwise acquiring any commodity or service necessary to the performance of the order, or in any way prevents PHS from adjusting its prices when the cost of any such commodity or service is increased.

TERMS AND CONDITIONS OF QUOTATION AND SALE (continued)

11. **EXPORT SALES:** Unless otherwise provided, the following provisions apply to export sales. Consignee must furnish any import license and any other documentation required by the country of destination. If a commodity requires an export license from the United States Department of Commerce or from the United States Department of State, the consignee and/or end user in the country of destination shall furnish an end use statement and Import Certificate and/or Transaction Statement when requested by PHS in order to enable PHS to apply for an export license. All quotations and delivery dates are subject to PHS obtaining a United States export license, if necessary. If required by PHS, Buyer further agrees to furnish a delivery verification certificate after the merchandise has been received in the country of destination.
12. **PUBLICITY AND DISCLOSURE.** Without securing the prior written consent of PHS in each instance, Buyer shall not use the name or logo of PHS in any news release, public announcement, advertisement, or other form of publicity, or disclose any of the terms or subject matter of any PHS quote or invoice to any third party.
13. **INDEMNITY:** PHS will indemnify and hold harmless Buyer, its customers and agents, from all costs and damages which may be recovered against it or them for infringement of any United States Letters Patent or Copyrights, by reason of the sale or use of articles furnished Buyer by PHS hereunder, except for articles supplied in accordance with designs, drawings, or specifications furnished by Buyer, provided that the articles are used, without any changes in the manner directed, and exclusively for the purpose for which sold; and further provided PHS is given prompt notice of any actual or potential suit and exclusive control of the defense or any settlement hereof, and is given all needed information, assistance and authority to enable PHS to defend such suit.
14. **NON-WAIVER OF RIGHTS.** The failure of PHS to insist upon strict performance of any of the terms and conditions in this PO or to exercise any rights or remedies hereunder shall not be construed as a waiver of its rights to assert any of the same or any other terms and conditions under this PO.
15. **REMEDIES.** Any rights and remedies specified under this PO shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or in equity.
16. **APPLICABLE LAW:** The validity, construction and interpretation of this order and all documents relating to this sale, and the rights and duties of the parties shall be governed by the laws of the State of Arizona, U.S.A.