

Transaero Sales Order Terms and Conditions

These terms and conditions ("Agreement") govern the relationship between Transaero, Inc. ("Seller") and the party seeking to purchase the goods and/or services Seller offers ("Buyer").

Delivery	The delivery dates are approximate and represent Seller's best estimate of the date an item(s) will be shipped. Although every effort will be made to fill orders by the delivery date(s) specified, Seller shall not be responsible for any failure or delay in shipment caused by force majeure, including but not limited to government order or regulation and/or required licenses, difficulty in procuring materials, fires, strikes, or other causes beyond control of Seller or its suppliers. Under no circumstances will Seller be liable for loss, liquidated, incidental or consequential damages due to delay or non- delivery.
Shipments	Legal title for the goods (which are identified by the part number on Buyer's purchase order) and risk of loss shall pass from Seller to Buyer when goods are shipped from Seller's facility or drop-shipped from Seller's supplier. Buyer shall direct Seller as to method of shipment required. In the absence of shipping direction, Seller will use its discretion and forward all deliveries in a commercially reasonable manner. Seller will not insure shipments unless specifically requested to do so in Buyer's purchase order, and then only for replacement value at the Buyer's expense. Lost shipments are the sole responsibility of the Buyer.
Inspection	Buyer must notify Seller within 10 days in writing of any alleged non-conformance. Seller will promptly review claim, and either deny claim, with written explanation, or repair/replace (at Seller's option), any non-conforming material in accordance with Manufacturer's Warranty.
Warranty	All goods are covered by applicable Manufacturer's Warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, WRITTEN, OR ORAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR UNFORSEEABLE LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA), HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED. SELLER'S MAXIMUM LIABILITY FOR BREACH OF CONTRACT, FOR NEGLIGENCE OR ANY OTHER CLAIMS, HOWEVER ARISING, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY BUYER TO SELLER FOR THE PRODUCTS OR SERVICES AS TO WHICH THE CLAIM RELATES.

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Prices/ Part Numbers	<p>Prices for goods include standard commercial packing only. Prices for goods do not include the furnishing of any qualification testing, technical or qualification data, drawings and/or specifications unless otherwise stated. Prices quoted for goods and services (defined as training, installation, repair, maintenance and the creation or provision of technical manuals and drawings provided by Seller) are in U.S. Dollars. Any duties and taxes are the responsibility of Buyer, and will be billed to Buyer as a separate item on Seller's invoice, or paid directly by Buyer.</p> <p>All items are quoted by applicable part numbers. Part numbers take precedence over descriptive verbiage on the face of Buyer's purchase order in the event of any discrepancies. All Prices herein are based on quantities actually ordered.</p> <p><i>Any and all tariffs, duties, and other similar charges with respect to goods covered by this order shall be the responsibility of Buyer and shall be added to the price of the goods and shall be payable by Buyer.</i></p>
Payment	<p>Payment terms are as quoted, unless otherwise agreed in writing. Any late payments may be subject to 1.5% interest per month of the outstanding balance at Transaero, Inc. sole discretion. If Buyer elects to pay by wire transfer a \$35 fee will be charged. If in Seller's judgment, the Buyer's financial condition does not justify shipment in the terms of payment specified, or the buyer has not paid prior invoices by their due date, seller may require payment in advance. Buyer hereby consents to and grants to Seller a security interest in all goods purchased by Buyer from Seller, which secured interest shall exist and be enforceable by lien or otherwise until payment in full for the goods is made by Buyer. All orders placed / paid using a Credit Card are subject to a 3% processing fee.</p>
Applicable Law	<p>This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to its choice of law principles, and the parties expressly consent to the jurisdiction of the New York State and/or Federal courts to resolve any disputes hereunder.</p>
Integration	<p>This Agreement constitutes the entire agreement between parties hereto and supersedes any prior oral or written agreements, communications and/or negotiations between the parties with respect to the subject matter hereof. No course of prior dealings between parties shall be relevant to supplement or explain any terms used in this agreement. The rights and remedies set forth herein are in addition to and may modify but are not in substitution for those provided in law and equity.</p>
Cancellation	<p>If Buyer should elect to cancel this order, or any part thereof, Seller reserves the right at its sole discretion, to impose 100% of the invoice value of the canceled goods as a cancellation charge. Buyer will pay these costs within 30 (thirty) days of receipt of Seller's invoice. Special ordered / non-stock items are non-cancellable and orders non-changeable. Any advance payment from the buyer will be forfeited.</p>
Severability	<p>If a court having competent jurisdiction declares any provision of this Agreement invalid or unenforceable, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a</p>

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	valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.
Returns	Before returning any goods. Buyer must obtain a Transaero return material authorization (RMA) number. Unauthorized product returns will be rejected and Buyer will pay all expenses. Restocking charges may apply.
8130 Document	Any original FAA 8130 document a Buyer requires must be requested and included on the original Sales Order. Buyer will be responsible for a fee, to be quoted for each requirement, for each original FAA 8130 document. The fee will apply to each FAA 8130 document generated per shipment unless quoted otherwise by Transaero.
Export License	This transaction may be subjected to U.S. export restrictions. If seller is obtaining the export license, Buyer will be responsible for providing necessary applications and information required to obtain all licenses, permits, etc. for shipment of the goods to the designated country of end destination. Buyer will not export these goods unless it complies with all applicable U.S. export laws and regulations. Seller may require copies of approved licenses. Buyer will be responsible for a \$350 US Government ITAR license fee.