

Transaero Purchase Order Terms and Conditions

Complete Agreement Acceptance of Terms	This Agreement shall be the complete and exclusive of terms and conditions and shall supersede all other agreements and shall become effective upon the earlier of Transaero's receipt of Seller's executed acknowledgement, or Seller's shipment of a fully conforming order, either of which shall constitute Seller's acceptance of all the terms hereof,. In the event of conflict with any of Seller's documents, the terms of this Purchase Order shall control. Transaero has the option to cancel this Purchase order if it is not duly accepted within 15 days from the date hereof. It is acknowledged and agreed that all terms of this Purchase Order are confidential and may not be disclosed to any third party.
Right of Set Off	Any amounts owing to Transaero by Seller may be set off against amounts otherwise due to Seller under this or any other Transaero purchase order.
Best Price	Seller warrants that the unit prices of the items purchased hereunder are as low as those currently charged by the Seller to any other customer purchasing the same items in like of smaller quantities under similar conditions.
Invoices	All invoices are payable within thirty days of receipt of a correct invoice by Transaero unless other terms are specifically called out on Purchase Order.
Packing, Shipping and Delivery	Seller is responsible for any loss or delay owing to its faulty or insufficient packing and/or labeling. No over or under shipments are permitted unless expressly authorized. At least 30 days prior written notice must be provided for any anticipated delays beyond the agreed upon delivery date.
Seller's Representations / Warranties and Duty to Indemnify	Seller represents and warrants that all material and workmanship relating to products covered by this Purchase Order is guaranteed free from defects for a minimum period of one year (or longer if required by Transaero's customer) from date of delivery, and that Seller will promptly replace or repair, at Transaero's option, any defects free of charge if so requested by Transaero. However, Transaero also retains the right to reject and return defective products at Seller's expense for replacement, credit or refund. Seller hereby consents to and grants to Buyer a security interest in all goods returned by Buyer to Seller, which secured interest shall exist and be enforceable by lien or otherwise until payment in full for the returned goods is made by the Seller. Seller further warrants that its performance hereunder: (i) does not violate any patent, copyright, trademark, trade secret or any other intellectual property right of a third party; (ii) is in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances. Seller agrees to indemnify and hold harmless Transaero and its stockholders, directors, officers, employees, successors and assignee's, from any and all loss, expenses, damages, costs, liabilities, claims, demands, suits, actions and judgments, including without limitation all attorneys' fees, arising out of or resulting from Seller's conduct under this Agreement including, but not limited to, unfair competition, intellectual property, and product liability claims. Seller will pay promptly and wholly satisfy and discharge any and all judgments that may be entered against Transaero relating to the above.
Confidentiality	Seller shall keep confidential all designs, processes, drawings, specifications, reports, software, data and other Technical or proprietary information and

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	the features of all parts, equipment, and tools. And other information furnished or disclosed to Seller or manufactured by Seller in connection with this order. Unless specifically and expressly authorized by Transaero in writing, Seller shall use such information and materials only in the performance of this purchase order. Upon completion or termination of this purchase order, Seller shall, at Seller's expense dispose of all such information as and materials as directed by Transaero.
Quality Requirements	Seller is required to implement and maintain a Quality Management System (IS9001:2015 or AS9120 as applicable). Seller is required to notify Transaero of any nonconforming product; obtain organizational approval for nonconforming product disposition; notify the organization of changes in product and/or process definition, change of suppliers, change of manufacturing facility location and, where applicable, obtain organization approval; flow down to the supply chain the applicable requirements including customer requirements; use approved external providers, including process sources. Records of product origin, conformity, testing, and shipment shall be maintained for a minimum of 7 years and disposed in accordance with statutory and regulatory requirements. Seller may not use any unapproved, suspected unapproved or counterfeit parts in any products delivered to Transaero, and must immediately notify Transaero if any such parts are discovered after product has already been shipped. Seller is required to ensure all persons are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior. <i>Seller must ensure that personnel involved are competent and have the required qualifications for the task being performed.</i> Transaero shall control and monitor external providers' performance by monitoring measures including, but not limited to, On Time Delivery and Material Discrepancies.
Changes	Transaero may at any time, by a written order, make changes within the general scope of this purchase order in either specifications, method of shipment, place or date of delivery or quantity.
Cancellations	Transaero reserves the right to cancel this order, in whole or in part, without any liability to Seller, if Seller (i) provides nonconforming parts or late shipments; (ii) becomes insolvent or subject to any bankruptcy proceedings; or (iii) breaches or otherwise fails to comply with the terms and conditions of this purchase order. Transaero reserves the right to cancel any open order and return products purchased for full credit for the following reasons, including but not limited to: Seller discontinuing production and/ or support of products, loss or failure to obtain Airworthiness approvals, Seller product safety recall, Notification of Quality Escape (NOE), Seller determining product obsolete.
Termination for Convenience	In the event, Transaero's contract with its customer, for which is placing this purchase order, is cancelled for the customer's convenience, Transaero may, in whole or in part, terminate this purchase order for convenience.
Governing Law and Jurisdiction / Rights and Remedies	The terms of this Agreement shall be construed and governed by the laws of the State of New York, without regard to its choice of law principles, and any dispute, controversy or claim arising out of or relating to this Agreement shall be adjudicated in state or federal courts in New York. This contract

Transaero Purchase Order Terms and Conditions

	contains the entire agreement of the parties, and may not be modified unless such modification is in writing and signed by both parties. The rule of contra proferentem shall not be applied. If any provision herein is deemed unenforceable, the remaining provisions shall be given full force and effect to the extent practicable. 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.
Shipping Requirements	Routine Shipments - 1 - 150 lbs. Federal Express Ground Collect. Over 150 lbs. actual or dimensional weight – Federal Express Freight Collect, AOG Shipments - 1 - 150 lbs. Federal Express P1. Shipments over 150 lbs. call buyer for shipping instructions. Seller will be responsible for charges resulting from incorrect shipping method. No air freight shipments are permitted unless first authorized in writing by Transaero. HAZARDOUS MATERIALS must be packed and shipped in accordance with all applicable laws and regulations including, but not limited to, D.O.T/I.A.T A. and CFR-49, and accompanied by an SDS.
Shelf Life	All shelf life sensitive material must have a minimum of 75% of the shelf life remaining upon receipt at Transaero's facility, unless specified otherwise in writing on purchase order (either longer or shorter shelf life).
Insurance	Not required. Covered by Buyer
Right of Access	With the execution of this purchase order, Transaero, Inc., its' customer, and regulatory authorities have the right to access all facilities involved in the order and to all applicable records.
Billing	All freight charges shown on Seller's invoice must be supported by Carrier's receipt/invoice showing amount paid and applicable rate. All invoices must reflect Transaero's Purchase Order Number.