

TERMS AND CONDITIONS

1. Applicability

1.1 Acceptance

Any purchase of products by Buyer ("Order") shall be governed solely by these Terms and Conditions of Sale ("Conditions of Sale") and any other written provisions mutually agreed upon. Avionics Sales Corporation ("ASC") does not accept, and hereby expressly objects to and rejects, any terms contained in any purchase order or other document issued by Buyer that are different from, conflict with, modify and/or add to these Conditions of Sale.

1.2 Entire Understanding

Except for (i) any payment terms agreements signed by ASC per Section 5, and/or (ii) any addendum or separate agreement signed by an authorized representative of Buyer and ASC that specifically amends or overrides these Conditions of Sale, these Conditions of Sale shall constitute the entire understanding and agreement between Buyer and ASC.

2. Delivery

2.1 Date

Any delivery date stated in any document (including an Order) is approximate only and shall not constitute any guarantee of delivery on any particular date.

2.2 Terms

Delivery shall be F.O.B. ASC's docking point, Opa Locka, FL .

2.3 Freight

Transportation charges shall be pre-paid and Buyer shall reimburse ASC upon receipt of an invoice for such charges.

2.4 Title; Risk of Loss

Title and risk of loss shall pass to Buyer upon delivery of the products by ASC to the carrier at the FOB/FCA point, unless as otherwise agreed upon in writing by ASC.

3. Price and Payment

Product shall be sold to Buyer at the prices quoted to Buyer upon acceptance of each Order. ASC reserves the right to change the prices for products from time to time. Prices are stated in United States dollars and payment shall be made in United States currency or another currency as acceptable to ASC. Unless other payment terms are previously agreed in writing by ASC, Buyer shall make full payment with Net 30 Days payment terms or in advance for all products ordered. In the event Buyer does not make timely payments, ASC may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate an Order for default; (2) repossess the goods for which payment has not been made; (3) withhold future shipments under an Order until delinquent payments are made; (4) deliver future shipments under an Order on a cash with order or cash in advance basis even after the delinquency is cured; (5) charge interest on the delinquency at a rate of 2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges, or inventory carrying charges; or (6) recover all costs of collection including reasonable attorney's fees; and (7) at ASC's option, combine any of the above rights and remedies as provided by law.

4. Creditworthiness

ASC reserves the right to perform a review of Buyer's creditworthiness either before or after an Order is received. ASC shall not be obligated to accept or honor an Order if Buyer's creditworthiness is deemed unsatisfactory to ASC, in ASC's sole discretion. ASC reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved.

5. Taxes

Buyer shall be responsible for, and shall pay, any taxes (sales, excise, use, etc.) and any export or import dues that may be applicable to the sale and/or delivery of the products. Accordingly, ASC reserves the right to revise its price after the execution of an Order between the parties to include any and all taxes or duties that may become due hereunder and ASC may invoice Buyer for said additional amount. This clause shall survive the acceptance and complete performance of an Order by the parties herein.

6. Force Majeure

Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation (other than an obligation to make payments for goods delivered in accordance with the Order) where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes and other labor disputes, embargoes, export control laws, delays in transportation and

inability to obtain labor, supplies or manufacturing facilities, including material shortages or delays in deliveries to ASC by its suppliers. In the event that any force majeure event shall prevent ASC from being able to supply products to all its customers, ASC shall be entitled to allocate its available supply of products among its customers in such proportions as ASC, in its sole discretion, shall deem appropriate.

7. Warranties

ASC products purchased by Buyer shall be subject to the applicable warranty terms and exclusions in effect at the time of shipment.

8. Limitation of Liability

ASC's total liability on any claim for loss or damage arising out of, connected with, or resulting from an Order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product or services rendered covered by or furnished under an Order shall in no case exceed the price allocable to the product that gives rise to the claim, except as provided in the paragraph entitled "Patent Infringement." IN NO EVENT SHALL ASC BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS OR SALES. This limitation of liability does not apply to gross negligence, intentional or reckless acts, or violations of statutorily imposed duties on the part of ASC.

9. Export

Buyer shall be responsible for compliance with all export control laws and regulations of the U.S. Government (including the Export Administration Regulations and the International Traffic in Arms Regulations), and when required by such laws and regulations shall obtain export and re-export licenses required for goods, services and technical data delivered under an Order. ASC shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of any of the following U.S. Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of an Order, that limits or has a material adverse effect on the cost of ASC's performance of an Order. Buyer is and has been, in compliance with all laws administered by OFAC or any other governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), entities and persons (collectively, "Embargoed Targets"). Buyer is not and has not been, an Embargoed Target or otherwise subject to any Economic Sanctions Law. The Buyer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, the Buyer shall not (a) directly or indirectly export, re-export, transship or otherwise deliver the Products purchased hereunder or any portion of the Products to an Embargoed Target or a party owned 50% or more by an Embargoed Target or (b) broker, finance, cause or otherwise facilitate any transaction in violation of any Economic Sanctions Law. Buyer shall pay its financial obligations to ASC with funds that are not blocked, frozen, or tainted by passing through a blocked or frozen financial institution.

10. Waiver

Failure by ASC to assert all or any of its rights upon any breach of an Order 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 any payment or service. Such waiver will arise only from an express written waiver signed by a duly authorized ASC representative. No waiver of any right shall extend to or affect any other right ASC may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

11. Severability

If any provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, and all other provisions shall remain in full force and effect.

12. Disputes

Except as otherwise specifically agreed in writing by Buyer and ASC, any controversy or claim arising out of or relating to an Order placed by a Buyer incorporated in the United States which is not resolved by the parties shall be adjudicated by any court of competent jurisdiction. For Orders placed by a Buyer incorporated outside the United States, any controversy or claim arising out of or relating to such Order shall be determined by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration shall be Miami, Florida, USA. The language of the arbitration shall be English.

13. Governing Law

The purchase-sale relationship between Buyer and ASC shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the principles of conflicts of laws.