



CHARIOT AEROSPACE MATERIALS, Inc.
GENERAL TERMS OF PURCHASE

1. Applicable Law and Definitions:

Any and all **PURCHASE ORDERS** placed by **CHARIOT AEROSPACE MATERIALS, Inc.** (hereinafter referred to as **CHARIOT AEROSPACE**) shall be regulated by the following **GENERAL TERMS OF PURCHASE** set forth herein and hereinafter referred to as the **CONTRACT**, which integrates, merges, supersedes any prior communications, representation, promises or negotiations, whether oral or written, respecting the subject matter of this **PURCHASE ORDER** and constitutes the entire agreement between the parties.

SELLER's acknowledgement of the Order, acceptance of payment, commencement of performance and/or shipment of any **GOODS** hereunder shall constitute **SELLER's** unqualified acceptance of this **CONTRACT** and the entirety of its terms and conditions. **SELLER** may not ship under reservation.

Unless expressly accepted in writing by **CHARIOT AEROSPACE** , additional or differing terms or conditions proposed by the **SELLER**, including those eventually expressed in its acknowledgement or Sales Order are expressly objected and will not be binding upon **CHARIOT AEROSPACE**.

This **CONTRACT** shall be considered part of any and all **PURCHASE ORDER** placed by **CHARIOT AEROSPACE** and shall be governed and construed in accordance with the Laws of the State of Florida.

It is the **SELLER's** responsibility to comply with all applicable local, state and Federal Laws, orders, rules, regulations and ordinances of the United States as

well as the third Country (if any) where the **SELLER** is to perform the **CONTRACT**.

It is also the **SELLER**'s responsibility to procure and obtain all required permits and/or licenses, pay all related fees and other required charges and to comply with all applicable guidelines and directives of any local, state and/or Federal authority in the performance of this **CONTRACT**.

The provisions of the United Nations Convention on **CONTRACTS** for International Sale of **GOODS** shall not apply to this **CONTRACT**.

In the event any legal action at law or in equity is brought to enforce or interpret any of the terms and conditions of this **CONTRACT**, such action shall be brought exclusively in a **UNITED STATES** Court of competent jurisdiction located in the State of Florida.

Until final resolution of any dispute, **SELLER** shall diligently proceed with the performance of the **CONTRACT** in each and every aspect not affected by the nature of the dispute itself.

The following terms shall bear the meanings set forth below:

- a. "**CHARIOT AEROSPACE**" means **CHARIOT AEROSPACE MATERIALS**, Inc., a Florida-based corporation with offices at 20200 NW 2nd Avenue – Suite 303, Miami Gardens, Florida, US.
- b. "**SELLER**" means the party with whom **CHARIOT AEROSPACE** is contracting and from whom **CHARIOT AEROSPACE** is acquiring the products or services subject of this **CONTRACT**, which is an independent contractor.
- c. "**CONTRACT**" is the instrument by which **CHARIOT AEROSPACE CONTRACTS** with **SELLER** the supply of products or services regardless of its name, including but not limited to PURCHASE ORDERS, SERVICE ORDERS, REPAIR



ORDERS, SUBCONTRACTS, and includes this **GENERAL TERMS OF PURCHASE** as well as any and all referenced documents, exhibits and attachments, if any.

- d. "PURCHASE ORDER" and **CONTRACT** are synonymous for the purpose of this **GENERAL TERMS OF PURCHASE**.
- e. "**GOODS**" shall be interpreted to include all the products and/or services that constitute the subject matter of this **CONTRACT**.
- f. "NE" or "FN" **GOODS**, unless otherwise stated in the **CONTRACT**, means never used parts, not reconditioned nor remanufactured and not of such age as to impair its usefulness or safety, purchased from Authorized sources with traceable certificate to the OEM or the manufacturer.

SELLER is an independent contractor in all its operations and activities hereunder and as such shall be responsible for and hold harmless **CHARIOT AEROSPACE** and its customers from and against all losses, costs, claims, causes of actions, damages, liabilities and expenses, including reasonable attorney fees, all expenses of litigation and/or settlement and court costs arising from any act or omission of **SELLER**, its officers, employees, agents, suppliers or subcontractors at any tier in the performance of any of its obligations under this **CONTRACT**.

SELLER shall not obligate any duty or assign this order in whole or in part nor make any subcontract for furnishing **GOODS** or services hereunder nor assign any rights or sum payable hereunder without **CHARIOT AEROSPACE**'s prior written consent.

Any assignment of **SELLER**'s **CONTRACT**'s rights or delegation of **SELLER**'s **CONTRACT** duties contrary to the above established shall be void.

2. Termination and Default:

CHARIOT AEROSPACE may at any time terminate this PURCHASE ORDER for convenience, in whole or in part at any time. If **SELLER** is unable to otherwise dispose of the **GOODS** with no loss and communicates so in writing to **CHARIOT AEROSPACE** within 7 days from the date of its written notice of total or partial cancelation, **CHARIOT AEROSPACE** shall pay the fair and reasonable value of the work performed by the **SELLER** in the production or supply of such **GOODS** until the date of its written notice of total or partial cancelation. Under any circumstance **CHARIOT AEROSPACE**'s liability shall not exceed the total price of the **GOODS** nor shall entail unjust enrichment of the **SELLER**.

CHARIOT AEROSPACE may also terminate this **CONTRACT** for default, in whole or in part, if **SELLER**:

- a) Fails to comply with any terms of this **CONTRACT**;
- b) Fails to make progress so as to endanger performance of this **CONTRACT**
- c) Fails to provide adequate assurance of future performance;
- d) Files or has filed against it a petition in bankruptcy;
- e) Becomes insolvent or suffers a material adverse change in financial condition deemed by **CHARIOT AEROSPACE** that it might potentially affect or endanger the performance of the **CONTRACT**;

With the exception of Default involving bankruptcy or adverse change in financial condition, which are not subject to any cure provision, **SELLER** shall have 10 days to cure such failure after receipt of notice from **CHARIOT AEROSPACE**. If this **CONTRACT** is terminated for default, **CHARIOT AEROSPACE** shall pay only for the **GOODS** actually delivered and accepted.

If after termination for default under this **CONTRACT** it is established that **SELLER** was not in default, such termination shall be deemed a termination for convenience.

3. Timely Delivery and Excusable Delays:

The delivery time is part of the subject matter of this **CONTRACT**. If **GOODS** are not delivered within the delivery time specified in this **CONTRACT**, with the exception of exclusive list of Excusable Delays specified herein, **CHARIOT AEROSPACE** may, at its discretion and in addition to any other legal remedies available, either cancel the order by default or demand the **SELLER** to ship the **GOODS** via the most expeditious means of transportation available at the **SELLER's** expense.

Excusable Delays are those due to uncontrollable and unforeseeable (by the **SELLER**) Acts of God, acts of civil or military authorities, Government priorities, war, warlike operation, insurrection, riot, fires, strikes, floods, explosion, material control regulations or orders; act of a public enemy, epidemic, and quarantine restrictions that are not due to **SELLER's** negligence or fault and actually do affect this **CONTRACT** AND if **SELLER** provides **CHARIOT AEROSPACE** a written notice detailing the qualified event, its date of commencement, an estimate of the probable delay, and an explanation of what efforts will **SELLER** make to minimize the delay.

Such notice shall be given in writing and within 7 calendar days of the date of commencement of the qualifying event.



In any case, if the delay extends for 30 days or more or if, regardless of its duration, the delay itself causes **CHARIOT AEROSPACE**'s need for the **GOODS** subject of the matter of this **CONTRACT** to be reduced or eliminated due to its time sensitiveness, **CHARIOT AEROSPACE** may terminate the **CONTRACT** without additional cost.

4. Packing and Shipping:

Unless otherwise specified, all **GOODS** are to be packed in accordance with good commercial practice.

All items must be packed in accordance to Manufacturer's specifications.

All shipments must be packed for international shipment and failure to do so will cause the **GOODS** to be properly repacked at the **SELLER**'s expense.

All crating and pallet materials used in shipments to **CHARIOT AEROSPACE** or on its behalf must comply with the International Plant Protection Convention's International Standards for Phytosanitary Measures (ISPM).

All Hazardous Materials/Dangerous **GOODS** shipped to **CHARIOT AEROSPACE** or on its behalf must be handled, packed, labeled and shipped in accordance and compliance with the International Air Transportation (IATA) most current Regulations and the US Department of Transportation (DOT) Regulations as well as any applicable local, State or Carrier variation(s).

A complete packing list shall be enclosed with all shipments. **SELLER** shall identify/mark the exterior of all and each package/box/container/crate with necessary lifting, loading and shipping information, including the PURCHASE



ORDER number. Unidentified shipments may be refused and returned to **SELLER** at **SELLER's** expense.

If an M.S.D.S. (Material Safety Data Sheet) is required for the **GOODS(s)** being shipped, it shall be identifiable and provided with each shipment of such good(s).

If an approval from a competent authority is required for shipment of the good(s), such document must be provided with each shipment of such good(s).

Unless otherwise specified, delivery terms are FOB Destination/ DAP Destination. Otherwise, Carrier, shipment method and site of delivery shall be specified in the PURCHASE ORDER. Any extra charges arising from shipment contrary to **CHARIOT AEROSPACE** written instructions will be deducted from **SELLER's** Invoice.

The price includes all charges for such packing, packaging and transportation to the destination or shipping point, whichever is the case as specified in the PURCHASE ORDER/**CONTRACT**.

SELLER shall not make any early shipment or partial shipment different than what specified in the PURCHASE ORDER without **CHARIOT AEROSPACE's** previous written consent.

5. Inspections, Acceptance and Variances:

Unless otherwise specified in writing, all life-limited **GOODS** supplied under this **CONTRACT** must have a minimum remaining shelf life of 85% upon receipt at destination. Manufactured date and/or Cure date, as well as expiration date must be noted either at **SELLER's** part label and/or Certificate of Conformance.

All **GOODS** shall be subject to **CHARIOT AEROSPACE's INSPECTION AT DESTINATION.**

CHARIOT AEROSPACE and its customer may inspect the **GOODS** at reasonable times and places, including, when feasible, during manufacture and before shipment, for what, once requested, **SELLER** shall provide all information, facilities and assistance necessary for safe and convenient inspection at no additional cost.

Nonetheless, such inspection(s) shall NOT relieve **SELLER** from its obligations to furnish and warrant the **GOODS** in accordance with the **PURCHASE ORDER/CONTRACT.**

No inspection, test, approval or acceptance of **GOODS** relieves **SELLER** of its responsibility for warranty or against any latent defects, concealed defects, fraud or negligence.

Payment for any **GOODS** shall not be deemed acceptance thereof or waiver of any right to test or inspect such **GOODS** nor relieves **SELLER** from its obligations to furnish and warrant the **GOODS** in accordance with the **PURCHASE ORDER/CONTRACT** and is subject to appropriate adjustment should **SELLER** fail to meet the requirements of the **CONTRACT.**

No variance in quantity will be accepted unless previously and specifically agreed to in writing by **CHARIOT AEROSPACE.**

If **SELLER** delivers non-conforming **GOODS**, **CHARIOT AEROSPACE** may, in addition to any other legal remedies available:

- a) Accept all or part of the **GOODS** at an equitable price reduction;
- b) Reject the **GOODS**;
- c) Require the **SELLER**, at **SELLER**'s cost and **CHARIOT AEROSPACE**'s direction, to make all repairs, modifications or replacements necessary to cure the **GOODS**' non-conformity;
- d) Re-perform, repair, replace or re-procure the non-conforming **GOODS** at **SELLER**'s expense.

In any event may **SELLER** re-tender previously rejected **GOODS** without disclosing and substantiating the corrective action taken.

6. Prices, Payments, Taxes and Duties:

All prices are stated in U.S. Dollars and shall remain firm for the duration of the **CONTRACT**. Any price increase will be absorbed by the **SELLER**.

Any price decrease announced by the **SELLER** for the same or similar **GOODS** during the execution of the **CONTRACT** shall automatic be reflected on the price on the **GOODS** purchased by the same amount or percentage.

Unless otherwise specified in the PURCHASE ORDER, payment terms are **NET 30 DAYS** from the receipt of the **GOODS** and related proper Invoice from **SELLER**.

All Invoice payments will be issued in accordance with the agreed payment terms.

Payment of Invoice does not constitute acceptance of the **GOODS** and is subject to appropriate adjustment should **SELLER** fail to meet this PURCHASE ORDER/**CONTRACT** requirements.

If PURCHASE ORDER/**CONTRACT** requirements are not met, payment, including COD shipments, may be delayed for the corresponding amount of time until such requirements are met or proportionally reduced if defect is not cured within a reasonable timeframe.

7. Warranties and Quality Assurance:

The **WARRANTY PERIOD** shall be of a minimum of 1 year upon final acceptance of the **GOODS** by **CHARIOT AEROSPACE**.

All **WARRANTIES** shall run to **CHARIOT AEROSPACE** and its customers. **SELLER** warrants to **CHARIOT AEROSPACE**, its customers and End Users, upon delivery and for the entirety of the warranty period, that:

- a) **SELLER** has good title to the **GOODS**, free from all encumbrances;
- b) All **GOODS** furnished under this **CONTRACT** strictly conform to the applicable specifications, drawings, samples, descriptions and any other requirement of this **CONTRACT** and are fit for their ordinary intended purposes AND any special purpose specified by **CHARIOT AEROSPACE**;
- c) All **GOODS** furnished under this **CONTRACT** are merchantable and free from defects in design, material and workmanship;
- d) All the **GOODS**, if produced in the **UNITED STATES**, were done so (or will be) in accordance with the Fair Labor Standards Act of 1938, as amended.

The warranties set forth herein are in addition to and not in limitation of all and any other expressed or implied warranties of **SELLER** and all the warranties provided by Law.



If any non-conformity is identified within the WARRANTY PERIOD, **SELLER**, at **CHARIOT AEROSPACE**'s option, shall promptly repair or replace the **GOODS** or re-perform the work.

All costs and expenses, including transportation, in order to perfect the WARRANTY shall be supported by the **SELLER**.

If the repair, replacement or re-performance is not timely, **CHARIOT AEROSPACE**, at its discretion, may elect to re-perform, repair, replace or re-procure the non-conforming **GOODS** at **SELLER**'s expense.

CHARIOT AEROSPACE has the option to reject non-conforming **GOODS**, which will be returned at **SELLER**'s expense.

SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other quality requirements identified in this **CONTRACT**.

Records of all Quality Control inspection work by the **SELLER** shall be kept and available to **CHARIOT AEROSPACE** and its customers.

SELLER shall grant access to **CHARIOT AEROSPACE**, its customers and any applicable regulatory agency, to its facilities and any sub-tier supplier(s) and any other necessary places, during normal business hours, for the purposes of surveying/auditing and inspecting **SELLER**'s facilities and systems to ensure **SELLER**'s compliance with the terms and requirements of this **CONTRACT**.

Access shall include all records applicable to **CHARIOT AEROSPACE**'s **GOODS** or **CONTRACTS**, the quality of the **GOODS/WORK**, records and materials.

SELLER's must have in place an effective Non-Conforming/ Counterfeit Parts Control Plan and shall comply with all the applicable counterfeit part prevention requirements and guidelines.

It is the **SELLER'S** sole responsibility to ensure that all the technical specifications regarding materials, methods, forms, fitness and function are observed and that the **GOODS** are manufactured with spares configuration guidelines, whether or not the **GOODS** were/are manufactured by the **SELLER** or any of its subcontractors. If no specific requirements are stated, good industry and craftsman-like practices shall be observed.

8. Liability:

SELLER is liable for all defects in **GOODS** delivered under this **CONTRACT**, including concealed defects, even if they are recognizable and discovered only upon processing, installation, and/ or use, in which case there is no time limitation for claim by **CHARIOT AEROSPACE**, its customers and End Users.

SELLER warrants that the **GOODS** delivered/performed under this **CONTRACT** do not/ will not infringe or otherwise violate the intellectual property rights of any third party in the **UNITED STATES** or any foreign Country.

SELLER agrees to indemnify and hold harmless **CHARIOT AEROSPACE**, its customers and End Users from and against all claims, damages, losses, costs and expenses, including reasonable attorney fees, arising from infringement or violation of industrial property rights, patents, copyrights and any other third-party rights.



SELLER agrees to defend **CHARIOT AEROSPACE** at its own expenses of any claims or suits against **CHARIOT AEROSPACE** for infringement of any **UNITED STATES** or foreign patent, copyright or other intellectual property right.

SELLER shall also defend, indemnify and hold harmless **CHARIOT AEROSPACE**, its officers, employees, agents, its customers and End Users from any losses, costs, claims, causes of action, damages, liabilities and expenses, including reasonable attorney fees, all expenses of litigation and/or settlement and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by actions or omissions of **SELLER**, its officers, employees, agents, suppliers and/or subcontractors in connection with the performance of the **CONTRACT**.

This shall not affect any **CHARIOT AEROSPACE**'s statutory warranty and liability claims, which are in addition to those expressly set forth herein.

SELLER shall maintain Aviation Product Liability Insurance in a reasonable amount and shall provide a Certificate of such upon request.

9. Release and Use of Information, Technical Documents and Furnished Property:

Any and all information furnished by **CHARIOT AEROSPACE** remains the property of **CHARIOT AEROSPACE**. **SELLER** agrees not to use any information provided by **CHARIOT AEROSPACE** for any purpose other than to perform this **CONTRACT** and agrees not to disclose such information to any third parties without **CHARIOT AEROSPACE**'s previous written consent.



SELLER shall not provide any proprietary information to **CHARIOT AEROSPACE** without the previous execution of a written proprietary information agreement by the parties. Any information provided by the **SELLER** to **CHARIOT AEROSPACE** without such proprietary information agreement shall be deemed NON-proprietary information.

If **SELLER** uses any technical specifications or drawings furnished by **CHARIOT AEROSPACE** in the fulfillment of this **CONTRACT**, any personal property developed or manufactured from it is the property of **CHARIOT AEROSPACE**.

CHARIOT AEROSPACE may provide to **SELLER** property owned by either **CHARIOT AEROSPACE** or its customer, such as tooling, fixtures and others, in order to assist in the performance of this **CONTRACT**. Such property is hereby referred to as **FURNISHED PROPERTY**.

All **CHARIOT AEROSPACE**'s **FURNISHED PROPERTY** shall be used only in connection to the performance of this **CONTRACT**.

Title to **FURNISHED PROPERTY** shall remain to **CHARIOT AEROSPACE** or its customer.

Without additional charge, **SELLER** shall manage, maintain and preserve the **FURNISHED PROPERTY** in accordance to good commercial practice and, except for reasonable wear and tear, **SELLER** shall be responsible for, and shall promptly notify **CHARIOT AEROSPACE** of, any loss or damage.

At **CHARIOT AEROSPACE**'s request and/or upon completion of this **CONTRACT**, **SELLER** shall submit, in an acceptable form, inventory lists of **FURNISHED PROPERTY** and shall deliver or make such other disposal as may be directed by **CHARIOT AEROSPACE**.



SELLER may not scrap, sell or otherwise dispose of such **FURNISHED PROPERTY** without **CHARIOT AEROSPACE**'s prior written consent.

Items manufactured to technical specifications and/or drawings furnished by **CHARIOT AEROSPACE** for special fixtures, tooling or particular procedures under this **CONTRACT** will remain the property of **CHARIOT AEROSPACE** are also considered **CHARIOT AEROSPACE**'s **FURNISHED PROPERTY**.

All data, copyrights, reports, drawings, samples and works of authorship provided by **CHARIOT AEROSPACE** or developed on its behalf in connection to the performance of this **CONTRACT** shall be the sole property of **CHARIOT AEROSPACE** and shall be used by **SELLER** solely in work for **CHARIOT AEROSPACE**, as well as shall remain confidential and may not be copied or reproduced without **CHARIOT AEROSPACE**'s written consent.

SELLER hereby assigns to **CHARIOT AEROSPACE** the ownership of copyright in the deliverable items and agrees to give **CHARIOT AEROSPACE** or its designees all assistance reasonably required in order for **CHARIOT AEROSPACE** to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in the deliverable **GOODS**.

To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software and any other information or materials employed, included or contained in the deliverable **GOODS** and its production not owned by **CHARIOT AEROSPACE** under this **CONTRACT**, **SELLER** grants **CHARIOT AEROSPACE** the irrevocable, non-exclusive, world-wide, royalty-free license to make, have made, sell, offer to sale, use, reproduce, display, perform, distribute copies of and prepare derivative works upon such pre-existing inventions, technology, designs, works of

authorship, mask works, technical information, computer software and any other information or materials and derivative works thereof, as well as to authorize others to do any, some or all of the foregoing.

Except as required by law, no public release of any information, or confirmation or denial of same in regards to this **CONTRACT** or its subject matter shall be made by the **SELLER** without **CHARIOT AEROSPACE'S** prior written consent.

10. Import/Export Control:

SELLER agrees to notify **CHARIOT AEROSPACE** if any deliverable **GOODS** under this **CONTRACT** are restricted by export control laws or regulations.

SELLER agrees to provide **CHARIOT AEROSPACE** in a timely manner, with, at least, the following information:

- a) The applicable United States Munitions List (**USML**) category and/or Export Control Classification Number (**ECCN**) for the deliverable **GOODS**;
- b) The Harmonized Tariff Schedule Code applicable to the deliverable **GOODS**;
- c) The Country of Origin of the deliverable **GOODS**;

If the deliverable **GOODS** are **ITAR** (International Traffic in Arms Regulations) controlled, **SELLER** must also advise **CHARIOT AEROSPACE** in a timely manner if the **GOODS** are Significant Military Equipment (SME), Major Component(s) or if under the Missile Technology Control Regime (**MTCR**).

If **SELLER** is engaged in the **UNITED STATES** in the business of exporting, manufacturing, brokering or any other value added service of items controlled by



the **ITAR**, **SELLER** represents that it is dully registered before the Department of State – Directorate of Defense Trace Control (**DDTC**) as may be required by **22 CFR 122.1** and/or **22 CFR 129.3** and that it maintains an effective export/import compliance program in place in accordance with the **DDTC** guidelines.

SELLER agrees to comply with all applicable in Country and U.S. Export Control laws and regulations, specifically including but not limited to, the requirements of Arms Export Control Act, **22 USC 2751-2794**, the International Traffic in Arms Regulations (**ITAR**), **22 CFR 120 et seq.**, the Export Administration Act (**EAA**), **50 USC 2401-2420** and the Export Administration Regulations (**EAR**), **15 CFR 730-774** and all the economic sanctions and embargoes programs enforced by the U.S. Department of Treasury, Office of Foreign Asset Control (**OFAC**).

SELLER agrees to:

- a) Refrain from any dealings with any Debarred Person as defined by the **ITAR**;
- b) Refrain from engaging in transactions with Denied Parties or those on the Denied Entity List as defined in the **EAA**;

If **SELLER**, any of its employees, vendors, suppliers, service providers or subcontractors is or becomes listed on any Denied Parties or Entity List, or is debarred by the U.S. Government from participating in transactions which involve the export of items, whereas commercial or military, or has its export privileges otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency or any entity or agency of **SELLER**'s own Country, **CHARIOT AEROSPACE** has the immediately available option of canceling this **ORDER** without liability of any kind to **SELLER**.



SELLER shall IMMEDIATELY notify **CHARIOT AEROSPACE** if **SELLER**, any of its employees, vendors, suppliers, service providers or subcontractors is or becomes listed on any Denied Parties or Entity List, or is or becomes debarred by the U.S. Government from participating in transactions which involve the export of items, whereas commercial or military, or has its export privileges otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency or any entity or agency of **SELLER**'s own Country. If **CHARIOT AEROSPACE** only becomes aware of it after receipt of the **GOODS**, **CHARIOT AEROSPACE** may return such **GOODS** to **SELLER** at **SELLER**'s expense and **SELLER** shall immediately refund any and all amounts paid by **CHARIOT AEROSPACE**, if any, for such items.

SELLER warrants and represents that it is not and shall not engage in any conduct that would result in becoming a person or entity with whom **CHARIOT AEROSPACE**, a U.S. corporation, is restricted from doing business with under the OFAC's regulations, including but not limited to those named on OFAC's Specially Designated and Blocked Persons list, or under any other U.S. statute, executive order, or other U.S. governmental action. **SELLER** also warrants and represents that it is not and shall not engage in any dealings or transactions with, or be otherwise associated with such persons or entities, including employing them, whether directly or through a subcontract, or as a supplier in the performance of this **CONTRACT**.

No **GOODS** supplied under this **CONTRACT** may be sourced from any country subject to OFAC's comprehensive country embargoes nor may transit such U.S. embargoed countries.

It is the **SELLER**'s responsibility to determine if and ensure that its employees, vendors, suppliers, service providers or subcontractors meet the requirements of this paragraph.

SELLER shall be responsible for all losses, costs, claims, causes of actions, damages, liabilities and expenses, including reasonable attorney fees, all expenses of litigation and/or settlement and court costs arising from any act or omission of **SELLER**, its officers, employees, agents, suppliers or subcontractors at any tier in the performance of its obligations under this clause.

11. Certifications and Representations:

SELLER acknowledges that **CHARIOT AEROSPACE** will rely on **SELLER**'s certifications and representations contained in any written and/or oral offer, proposal, quotation or company profile submission which results in award of a **CONTRACT** to **SELLER**. By entering into such **CONTRACT**, **SELLER** republishes the certifications and representations submitted with its written and/or oral offer, proposal, quotation or company profile submission made to **CHARIOT AEROSPACE**.

SELLER shall immediately notify **CHARIOT AEROSPACE** of any change of status regarding any certification or representation.

12. Language and Standards:

All reports, correspondence, drawings, notices, markings and other communications shall be in English language. The English version of the



CONTRACT and any reports, correspondence, drawings, notices, markings and other communications shall prevail.

Unless otherwise agreed in writing, all documentation and work shall employ the units of the **UNITED STATES** Standard weights and measures.

13. Severability:

Each clause, paragraph and subparagraph of this **CONTRACT** is severable and, if one or more of them is declared invalid, the **CONTRACT**'s remaining provisions will remain effective and enforceable.

14. Waivers and Remedies:

Failure or delay by either party to enforce the provisions of this **CONTRACT** or applicable law shall not constitute a waiver of the requirement of such provisions or law, or as a waiver of the right of a party thereafter to enforce it.

The rights and remedies of either party in this **CONTRACT** are cumulative and in addition to any other rights or remedies provided by law or in equity.

15. Survivability:

Upon expiration, completion or termination of this **CONTRACT**, **SELLER** shall not be relieved of those obligations contained in this **CONTRACT** and pertained to:

- Applicable Laws
- Export Control

- Independent **CONTRACT** or Relationship
- Release and use of information furnished by or belonging to **CHARIOT AEROSPACE**
- Release of information pertaining to this **CONTRACT**
- Intellectual Property
- Language and Standards
- Warranty and Liability

16. Controlled Copies and Current Versions of this GENERAL TERMS AND CONDITIONS OF PURCHASE:

The most current version of this document is available for consultation and downloads at <http://www.chariotaerospace.com/pdfdocs/general-terms-of-purchase.pdf>. Any reproduction of this document is for reference only. **SELLER** shall always refer to **CHARIOT AEROSPACE**'s website for current policies and procedures or request such information directly to its point of contact at **CHARIOT AEROSPACE**.