



CHARIOT AEROSPACE MATERIALS, Inc.
GENERAL TERMS OF SALE

Any and all Orders received and accepted by **CHARIOT AEROSPACE MATERIALS, Inc.** (hereinafter referred as **CHARIOT AEROSPACE**) shall be regulated by the following **GENERAL TERMS OF SALE**, set forth herein:

1 – All sales are FINAL and its acceptance is conditional to the **Purchaser's** to the Terms and Conditions of Sale set forth herein

All and any Orders, once accepted by **CHARIOT AEROSPACE** are NON-CANCELABLE, NON-RETURNABLE AND NON-REFUNDABLE, unless the goods are not in conformance to those quoted and/or ordered. If **CHARIOT AEROSPACE** decides to accept any cancellation or return of goods, will do so at its own sole discretion and without waiving any rights, including a minimum cancellation/ restock fee of 25% of the price of the goods.

2 – All and any Orders, once accepted by **CHARIOT AEROSPACE** MAY NOT be changed by the **Purchaser** unless such changes are previously accepted in writing by **CHARIOT AEROSPACE**. **CHARIOT AEROSPACE** is not obligated to accept any change in the Order after its acceptance and, if doing so, will do it at its sole discretion not constituting any waiver whatsoever as to future Orders or other parts of the same Order.

3 – All and any Orders, once accepted by **CHARIOT AEROSPACE**, CANNOT be terminated without cause. All and any Orders, once accepted by **CHARIOT AEROSPACE**, MAY ONLY be terminated for cause, under which circumstance the **Purchaser** remains obligated to any payment due in relation to any part of the Order performed or goods delivered.

4 – In case the Order must be terminated because the goods cannot be delivered due to failure to perform from the manufacturer, distributor or any other of its suppliers, or because at the time of the Order the goods as quoted are not available in the market in the price and conditions they were at the time of quotation, or because, upon receipt of the goods by **CHARIOT AEROSPACE** from its supplier it is verified that the goods do not conform with what ordered, or if, for the same reason(s) the delivery of the goods is delayed (in which case the **Purchaser** shall decide if will wait for the goods or terminate the Order), **CHARIOT AEROSPACE** is not liable for any damage resulting of such, being **CHARIOT AEROSPACE**'s only obligation towards the **Purchaser** the return of any advanced payments received, if received.

5 – Payment Terms shall be PREPAID unless otherwise specified in the Invoice and/or previously agreed upon between **CHARIOT AEROSPACE** and the **Purchaser**. If payment terms are conceded, same are conditional to timely payment and can be revoked, reduced or canceled at any time with or without a reason. The penalty for untimely payments is 1.5% per month/18% APR “pro-rata die”.

6 – If the goods purchased are meant to be exported, **Purchaser** must abide to any and all Export Regulations within the U.S. Department of State and the U.S. Department of Commerce. Also, **Purchaser** must inform End User and Country of Final Destination and present any and all documents deemed necessary by **CHARIOT AEROSPACE** , including the proper EXPORT LICENSES at risk of breach of the Order.

If **CHARIOT AEROSPACE** is to file for an Export License on behalf of the **Purchaser**, it is the **Purchaser**'s responsibility to promptly provide any and all



information and documentation deemed by **CHARIOT AEROSPACE** as necessary to do so, in which case the Delivery Time, as quoted, DOES NOT include the time necessary for the processing of such Export License.

If the **Purchaser** is to file for an EXPORT LICENSE for the goods object of the Order, **CHARIOT AEROSPACE** may only process the Order upon presentation of such APPROVED Export License. If, at the client's request, **CHARIOT AEROSPACE**, at its discretion, accepts to begin to process the Order prior to the presentation of the Approved Export License, any delay or obstacle in timely obtaining it does not excuse nor authorize the postponement of any payment due pertaining to the Order.

Either way, **Purchaser** certifies as following:

EXPORT COMPLIANCE/ END USER CERTIFICATE

I (We) understand that the parts and/or technology purchased from **CHARIOT AEROSPACE MATERIALS, Inc.** are subjected to the United States International Traffic in Arms Regulation ("ITAR") or applicable Export Control Laws and Regulations ("ECLR"). I (We) hereby represent and certify that the company listed bellow assumes all responsibilities for Export Compliance and ensure that parts and/or technology purchased from **CHARIOT AEROSPACE MATERIALS, Inc.** will not be exported, drop shipped, released or disclosed to foreign nationals inside o outside of the United States without first complying with export authorization of the ITAR or ECLR.

I (We) further confirm the following:

- 6.1- I (We) will not export or re-export U.S. products, technology or software to Cuba, Iran, Iraq, Libya, Yemen, North Korea, Sudan or Syria or to any restricted country unless otherwise authorized by the United States Government.
- 6.2- I (We) will not sell, transfer, export or re-export any U.S. products for use in activities which involve the development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use of these products in any facilities which are engaged in activities relating to such weapons.
- 6.3 - I (We) acknowledge that U.S. law prohibits the sale, transfer, export or re-export or other participation in any export transaction involving U.S. products with individuals or companies listed in the U.S. Commerce Department's Table or Denial Orders, the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of State's list of individuals debarred from receiving Munitions List Items.
- 6.4 - I (We) will abide by all applicable U.S. Export Control Laws and Regulations for any products purchased from **CHARIOT AEROSPACE MATERIALS, Inc.** and will obtain any Export Licenses or prior approvals required by the U.S. Government prior to export or re-export of U.S. supplied products, software or technology.
- 6.5- I (We) agree that the Export Control Requirements stated in No. 1-4 above shall survive the completion, early termination, cancellation or expiration of the applicable Purchase Order, Agreement or Contract. This Certificate applies to the company listed below and includes all subsidiaries and affiliated companies.



7 – Delivery terms are always F.O.B. MIAMI GARDENS, FL – our warehouse, unless otherwise agreed upon and stated in the Invoice. As a result, **Purchaser** shall provide a Fedex or UPS account for shipment at its own expenses or make arrangements for pick up, also at its own expenses. In the event of the sale to be under F.O.B. ORIGIN, **Purchaser** shall also face the costs of the incoming freight from its origin to **CHARIOT AEROSPACE MATERIALS, INC.’s** facility. Either way, the goods shall be deemed DELIVERED once picked up by the **Purchaser** or its Carrier of choice.

8 – All items supplied by **CHARIOT AEROSPACE** will include **CHARIOT AEROSPACE’s** CERTIFICATE OF COMFORMANCE. If the parts are obtained and/or serviced by an approved source (such as O.E.M., Manufacturer, 145 Certified Repair Station or any other) where original certification is provided with it, such original certification will be kept on file and copies will be available to the **Purchaser** upon request. If Notarial Certification of such copies is required, the appropriate Notarial fee shall be supported by the **Purchaser**.

9 – All sales are FINAL and goods are presumed accepted unless a written notice of rejection specifying the reasons for rejection is received within 15 days of the delivery. If rejection is deemed improper **Purchaser** shall be responsible for all return costs as well as the applicable cancelation/restock fee, which may be deducted of any monies previously paid by the **Purchaser**.

If the Sales Order or any part of it shall become impossible to perform or it is returned with previous approval, **CHARIOT AEROSPACE** will remain entitled to the fair proportion of the price for the work done up to the cancelation/return date, which may include cancelation/restocking fee and may be deducted from any monies previously paid by the **Purchaser**.

10 – **CHARIOT AEROSPACE**'s liability under warranty is limited to the repair and/or replacement of the goods sold that are satisfactorily shown to have been defective within the warranty period, as well as any manufacturer/supplier's available warranty in materials and workmanship for a period consistent with the supplier warranty terms and limited to its terms and conditions. Either way, written notice must be received by **CHARIOT AEROSPACE** no later than 15 days after **Purchaser**'s discovery of a defect within the warranty period.

11 – If Customer wishes to audit or survey **CHARIOT AEROSPACE**'s facilities, access shall be requested in writing and will be granted at **CHARIOT AEROSPACE**'s discretion.

12 – Unless presenting proper proof of tax exemption, the **Purchaser** shall be charged and pay for any federal, state or local taxes applicable, including reimbursement.

13 – **Purchaser** shall, at its expense, defend and indemnify and hold **CHARIOT AEROSPACE** and its agents harmless against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs arising from any and all claims that may be brought against **CHARIOT AEROSPACE** by reason of injury, death or property damage which are caused by or allegedly caused by the use, sale, transfer or alteration of the goods or by any act of omission, negligence or otherwise, of the **Purchaser** or its agents, employees or subcontractors.

Purchaser will also, at its expense, defend and indemnify and hold **CHARIOT AEROSPACE** and its agents harmless against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and

professional fees and costs arising from any and all claims that may be brought against **CHARIOT AEROSPACE** resulting from or in connection with the violation of any third party intellectual property, including patents, copyright, trademarks, unlawful disclosure and use or misappropriation of a trade secret which are caused or allegedly caused by any action or inaction from the **Purchaser**, its agents, employees, subcontractors or customers.

14 – **CHARIOT AEROSPACE** shall not be liable for any failure of performance due to any causes beyond its reasonable control, including, but not limited to: government embargoes and/or any other government acts that interfere with performance, including the advent of priority rated orders that take precedence under 15 CFR, Part 700, blockades, seizure or freeze of assets, delays or refusals to grant an Export License or the suspension or revocation thereof, severe weather conditions and any other Acts of God of Force Majeure, labor strikes, armed conflicts, terrorism or war or impending threat of the foregoing that may affect performance, and shortages or inability to obtain materials or components, in which case the due date shall be extended by the same period of time of the actual delay experienced by **CHARIOT AEROSPACE**.

15 – **CHARIOT AEROSPACE** shall not assign or transfer any part of any Order without previous acceptance by the **Purchaser**. However, **CHARIOT AEROSPACE** may subcontract it whenever and as to the extent it sees fit. **CHARIOT AEROSPACE** may also negotiate or assign its credit arising from the Order without the need of the **Purchaser's** previous acceptance or knowledge.

16 – The Sales Order/Contract shall be governed and construed under the Laws of the State of Florida, with exclusion to any other and also excludes the UN Convention on Contracts for the International Sales of Goods. Furthermore, in the event of any legal action is brought to enforce or to interpret any of the terms



and conditions herein, such action shall be brought before the Superior Court, County of Miami-Dade, State of Florida.

17 – Should any terms and conditions other than those set forth herein be requested, including those eventually in the **Purchaser's** Purchase Order or other ordering documentation or communication, those shall be reviewed individually and in any case shall be enforceable without **CHARIOT AEROSPACE's** previous written acceptance.

18 - The most current version of this document is available for consultation and downloads at <http://www.chariotaerospace.com/pdfdocs/general-terms-of-sale-revised-2013.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**.