

TERMS OF SALE
Aero-Hose, Corp.
1845 Town Center Blvd # 140
Orange Park, FL 32003

- 1. Commercial Terms and Conditions of Sale:** This offer is made subject to the terms and conditions stated herein, and any resultant purchase order or contract shall be governed by these terms and conditions exclusively in lieu of all other terms unless expressly accepted by an authorized representative of Aero-Hose, Corp. (AHC) in writing. Any other terms and conditions, including changes to AHC's terms and conditions stated herein, are hereby rejected. The Buyer's acceptance of AHC's products or services shall, in all events, constitute the Buyer's assent to AHC's terms and conditions. Only the signature of an Officer of AHC will bind AHC to an agreement. Any other signature has no binding effect.
- 2. Payment:** Full payment shall be made by the Buyer to AHC to arrive at the billing location specified by AHC with the terms stated on the invoice. Unless otherwise instructed, remit to: 1845 Town Center Blvd # 140; Orange Park, FL 32003.
- 3. Delivery:** All deliveries shall be made F.O.B. Aero-Hose, Corp., 1845 Town Center Blvd # 140; Orange Park, FL 32003. The Buyer shall advise AHC of method of delivery not less than 30 (thirty) days prior to the scheduled date of delivery. Regardless of the method of delivery, however, risk of loss shall pass to the Buyer upon AHC's delivery to carrier selected by the Buyer. All delivery dates shown are approximate only and AHC shall have no liability for any delays in delivery.
- 4. Warranty:** AHC warrants that the items sold hereunder shall be free from defects in material and workmanship. AHC warrants that services performed hereunder will be performed in a good workmanship manner and will meet the agreed upon task descriptions. In cases of assemblies fabricated by persons other than AHC, AHC's warranty shall only cover the components of such assemblies manufactured by AHC. Should any such defects be discovered within three (3) months from the date of purchase by the end user, the questionable part should be returned to AHC. If, upon inspection, the part proves to be defective, AHC shall furnish a replacement or, at its option, rework the part. This warranty shall not apply to any part or parts of Hose Products if it has been installed, altered, repaired or misused, through negligence or otherwise, in a way that, in the opinion of AHC, affects the reliability of or detracts from the performance of, the Product. Nor does this warranty cover replacements, repairs or reworks necessitated by loss or damage resulting from any cause beyond the control of AHC, including, but not limited to, acts of God, acts of Government, floods and fires. All hose assemblies fabricated by AHC are identified using an Electro-etched Stainless Steel Tag attached to the hose assembly.
- 5. The obligation of AHC under this warranty is limited to making a replacement part available or rework of the defective part, and does not include the furnishing of any labor involved or connection therewith, such as that required to diagnose trouble or to remove or install any such products, nor does it include responsibility for any transportation expenses or any damages or losses incurred in transportation in connection therewith, AHC reserves the right to improve its Hose Products through changes in design or material without being obligated to incorporate such changes in the Hose Products or prior manufacture, and to make changes at any time in design, materials, or parts of any of AHC's Hose Products without obligation or liability to any customer who has purchased AHC's Hose Products of prior manufacture. AHC shall not be liable for any direct incidental or consequential damages or special damages which result from the use of AHC's Hose Products or other products, or are caused by any defect, failure, or malfunction of such products, whether a claim for such damages is based upon warrants, contract negligence or otherwise. The foregoing is in lieu of any other warranties, expressed, implied or statutory, and AHC neither assumes, nor authorizes any person to assume, for AHC any other obligation or liability in connection with the sale of its Products.**
- 6. Changes, Reschedules and Cancellations:** The Buyer may request AHC to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between the Buyer and AHC unless accepted by AHC in a written amendment to the purchase order or contract. Acceptance of any such requested modification or cancellation shall be at AHC's discretion, and shall be upon such terms and conditions as AHC may require, including equitable adjustment in the purchase order or contract price and adjustment in delivery schedules, or other elements as determined by AHC. Aero-Hose, Corp. manufactures and distributes custom parts for specific applications. If a cancellation request is accepted in writing, a cancellation fee will apply.
- 7. Special Tooling:** A tooling charge may be imposed for any special tooling including, without limitation, dies, fixtures, molds and patterns, acquired to manufacture items sold pursuant to any resultant purchase order or contract. Such special tooling shall be and remain AHC's property notwithstanding payment of any charges paid by the Buyer. In no event will the Buyer acquire any interest in equipment or tools belonging to AHC which are utilized in the manufacture of the items sold hereunder, even if such equipment or tools have been specially converted or adapted for such manufacture and, notwithstanding, any charges paid by the Buyer. AHC shall have the right to alter, discard or otherwise dispose of any special tooling or other property at its sole discretion at any time.
- 8. Taxes:** Unless otherwise agreed upon and included as a provision of any resultant purchase order or contract, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by AHC or if AHC is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. The Buyer agrees to pay all such taxes or to reimburse AHC therefore upon receipt of its invoice. If the Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, the Buyer shall hold AHC harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.
- 9. Indemnity For Infringement of Intellectual Property Rights:** AHC shall have no liability for infringement of any patents, trademarks, copyrights, trade secrets or similar rights.
- 10. Force Majeure:** AHC does not assume the risk of, and shall not be liable for, delay or failure to perform any of AHC's obligations by reason of circumstances beyond the reasonable control of AHC (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any cause beyond AHC's control.
- 11. Entire Agreement/Governing Law:** The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by AHC in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This Agreement shall be governed in all respects by the laws of the State of Florida. No actions arising out of the sale of the items sold hereunder or this Agreement may be

brought by either party more than two (2) years after the date of shipment by AHC. While every effort has been made to present the latest technically accurate information, industry standards and specifications are subject to revision at any time and human errors can occur. The products and designs offered herein, without limitation, are subject to change at any time without notice. Improper selection of use of products offered herein can result in injury or death.