

AERO PRECISION INDUSTRIES LLC. – SALES ORDER TERMS AND CONDITIONS FOR PRODUCTS, SOFTWARE, AND SERVICES

I. GENERAL TERMS – These Aero Precision Industries LLC (“*Aero Precision*” or “*AP*”) terms and conditions of sale (“*SO Terms*”) are the only terms which govern the sale of the goods and/or services provided by Aero Precision to its valued customer(s) (each a “**Buyer**”). It is Aero Precision’s policy to professionally process each order received from Buyer, and to equitably manage each Buyer’s order for accurate and timely delivery. The acceptance by Aero Precision of any order placed by a Buyer (e.g., a “**Sales Order**”) for goods and services; including but not limited to, AP’s Spare Parts, Repair and Overhaul Services, Ground Support Equipment, and Technical Field Support (collectively the “**Products**”), is expressly made conditional upon Buyer’s agreement to AP’s terms and conditions contained herein. Notwithstanding anything herein to the contrary, if a written contract is signed by both parties covering the sale of the Products in a Sales Order, the terms and conditions of said contract shall govern. These SO Terms shall apply for all Products irrespective of whether they are specifically referenced in any invoice, or any other document provided by AP or Buyer. The terms and conditions stated herein shall govern over any contrary terms in Article 2 of the Uniform Commercial Code (or any other equivalent terms), or the INCOTERMS of the International Chamber of Commerce. If a Buyer requires for any Sales Order of Products, additional assurances of AP’s performance or should any other terms and conditions, including those set forth in the Buyer’s purchase order or other ordering documentation, be requested, AP will review such request(s) on a case by case basis, and such terms shall apply only to the extent an authorized signatory of AP has approved such terms in writing.

II. PURCHASE ORDERS– Unless otherwise agreed to by AP, no Products will be shipped until Buyer has submitted a written purchase order. Purchase orders shall include the following information: (i) the Products ordered, (ii) Product model numbers, if applicable; (iii) quantity of Products; (iv) requested delivery dates; (v) billing address; (vi) shipping address; and (vii) any shipping instructions. Buyer must provide a purchase order in an amount that is no less than five hundred United States Dollars (\$500 USD) for each Product order and each Product line item within such order must exceed fifty dollars United States Dollars (\$50 USD). Unless otherwise agreed to by Aero Precision all Sales Order are non-cancellable.

III. QUALITY SYSTEM – Aero Precision certifies that the part(s) supplied in fulfillment of the Buyer’s order requirements have been inspected in accordance with our ISO 9001:2008 and AS 9120:2008 quality system and conforms to those standards (the “**Aero Precision’s Quality Guidelines**”). Aero Precision will ensure that the Products ordered by Buyer pursuant to an accepted purchase order are the Products that are delivered. However, individual Product part numbers are subject to change as each authorized manufacturers and/or Original Equipment Manufacturers (“**OEM’s**”) reserves the right to change a Product’s part number for the same Product without notice. Obtaining any applicable OEM/Manufacturing/Repair Station certificate of conformance (“**COC**”) and adhering to the Aero Precision’s Quality Guidelines are Aero Precision’s assurance to the Buyer that the correct, high quality Products are delivered. If customer ordered non-aerospace parts any requested COC will be provided to the extent available. Aero Precision will endeavor to provide notice prior to shipment of any Product part number variances.

Aero Precision employs professionally trained personnel to ensure Buyer’s requirements are met for accepted Product(s), process(es), and procedures. Aero Precision will endeavor to supply Products based on the Buyer’s required condition code for the Products ordered from AP’s approved supplier list (“**AP Supplier**”). Aero Precision will retain records related to customer orders for a minimum of 7 years.

Buyer's access to Aero Precision facilities for the purpose of surveying/auditing Products may be permitted at Aero Precision's discretion. Unless otherwise mutually agreed to in writing in the contract between Aero Precision and Buyer, the below table list the Product condition code used by Aero Precision to supply Products;

Code	Description	Notes
AI	As Is	AERO PRECISION IS PROVIDING THE Products IN AN "AS IS CONDITION", WHICH MAY OR MAY NOT HAVE TRACEABILITY AND NO WARRANTY APPLIES FOR THESE GOODS.
AR	As Removed	Products sold are provided in an "as is Condition", WHICH MAY OR MAY NOT HAVE TRACEABILITY AND NO WARRANTY APPLIES FOR THESE PRODUCTS.MAY NOT HAVE TRACE
EV	Evaluation	OH/REP COST FOR EVALUATION
EX	Exchange	EXCHANGE PARTS CUSTOMER OWNED
FN/NE	Factory New	OUTRIGHT PARTS (Never used parts, purchased from Authorized sources with traceable certificate to OEM or Mfg.)
NS	New Surplus	OUTRIGHT PARTS (Unused Parts purchased from sources other than distributors, OEM and MFGs with or without a full traceability to the OEM and/or MFG)
OH	Overhaul	COST TO OVERHAUL OR OVERHAULED PARTS
OHC	Overhaul & Certified	OUTRIGHT PARTS WITH TRACEABLE CERTIFICATION TO THE REPAIR FACILITY
OHM	Overhaul Modification	COST TO OVERHAUL AND MODIFY OR OVERHAULED AND MODIFIED PARTS
OHU	Overhaul & Upgrade	COST TO OVERHAUL AND UPGRADE OR OVERHAULED AND UPGRADED PARTS
R&U	Repaired And	OUTRIGHT OR COST OF REPAIRED AND UPGRADED PARTS
REP	Repair Cost	COST TO REPAIR FOR QUOTATION
RP	Repairable	COST OF REPAIR OR COST OF REPAIRED PARTS
RP MO	Repaired and Modified	COST TO REPAIR AND OVERHAUL OR COST OR REPAIRED AND OVERHAULED PARTS
RP & OH	Repaired and Overhauled	COST TO REPAIR AND OVERHAUL OR COST OR REPAIRED AND OVERHAULED PARTS
SV	Serviceable	OUTRIGHT OR COST TO REPAIRED/OVERHAULED/TESTED TO MAKE THE UNIT SERVICEABLE
TT&E	Test, Teardown, and Evaluation	COST OF TEST, TEARDOWN, AND EVALUATION
SCR	Scrap	PARTS WILL BE SCRAPED AT AP OR AP's SUPPLIER LOCATION
WAR	Warranty	PARTS RETURN TO AP UNDER WARRANTY
BER	Beyond Economic Repair	COST OF PARTS THAT IS BER
RFB	Refurbished	REFURBISHED PARTS BY AUTHORIZED AP SUPPLIER

IV. SHIPMENT AND DELIVERY– Unless otherwise agreed to by Aero Precision, all Products shall be delivered EXWORKS (INCOTERMS, 2010) AP’s designated facility and all Product prices are in accordance with such shipping terms. Products will be packed for shipment in accordance with Aero Precision’s standard packing procedures which comply with ASTM D3951-10. Unless expressly agreed to by Aero Precision in writing, Aero Precision shall select for the Products the method of shipment and the carrier. Aero Precision may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of a purchase order. Unless Aero Precision has provided a confirmed delivery date, any time quoted by Aero Precision for Product delivery is an estimate only.

V. ACCEPTANCE. Products are presumed accepted by Buyer unless Aero Precision receives written notice of rejection from Buyer explaining the basis for rejection within 15 calendar days after delivery and such basis of rejection is that the Products are not conforming (e.g. the Products non-conformance is covered under Aero Precision’s Product warranty or the Products are delivered in excess of the quantities Buyer ordered). After receipt of an approved Return Material Authorization number from Aero Precision, Buyer shall return any rejected Products with freight pre-paid in accordance with Aero Precision’s written instructions. Aero Precision, at its option, will have a reasonable opportunity to repair or replace rejected Product(s). Aero Precision assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Aero Precision’s designated facility to return properly rejected Products. Buyer will provide copies of freight invoices to Aero Precision upon request. Buyer retains the risk of loss for returned Products until their delivery to AP’s designated RMA return location.

If Aero Precision reasonably determines that rejection was improper, Buyer will be responsible for all expenses that results from or arises out of the improper rejection. Aero Precision has limited capability for shipping dangerous goods. Aero Precision reserves its right to cancel the customer order, if it is found that shipment of the Product cannot be made due to any dangerous goods classifications.

Aero Precision will notify the customer in writing of any material changes to the Product’s form, fit, and function or any AP Supplier Aero Precision has a shelf-life program in place to ensure Product parts are supplied within the appropriate shelf-life. However, Aero Precision will not track the preservation materials that might be required to be reapplied over time (Example: bearing preservation re-lube). Aero Precision will supply the Product with any preservation applied by the AP Supplier. Except as expressly provided for hereunder, Buyer has no right to return Products to Aero Precision.

VI. WARRANTIES – Aero Precision values its reputation for delivering high quality products to our Buyers. Aero Precision warrants to Buyers that, at the time of delivery, Products, excluding services, will be free from material defects in Product materials and manufacture. For any services ordered under these SO Terms, Aero Precision warrants its workmanship to conform to the specifications, plans, and/or drawings agreed by Aero Precision in writing to be part of these SO Terms (“**Approved Specifications**”). The term of this express limited warranty for Products shall be for the warranty period applicable for the Products as indicated on any documents provided by Aero Precision, or if not stated in such documentation, the warranty term provided by the AP Suppliers for such Products, which shall run from the date of the Product shipment. Aero Precision’s liability under warranty for Products, excluding service, is limited to the repair and replacement of the Product sold to Buyer that is shown to Aero Precision’s reasonable satisfaction to have been non-conforming. For any services ordered under these SO Terms, Aero Precision’s liability under warranty shall be limited to correcting or repairing such portions of the repairs that is not in accordance with the Approved Specifications. Aero Precision must be given written notice no later than thirty (30) days after Buyer’s discovery of a defect within the warranty period. Aero Precision also warrants the products

manufactured/supplied by Aero Precision, against all defects in materials and workmanship for a period consistent with the AP Supplier warranty terms of the material to Aero Precision.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AERO PRECISION MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE TO BUYER WITH RESPECT TO THE PRODUCTS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT AND THEIR EQUIVALENTS. Aero Precision shall not be liable under this warranty in any of the following events, namely:

- a) Any Products not been operated, stored or maintained in accordance with the manufacturer's and Aero Precision's instructions;
- b) Any normal wear and tear or misuse, or cosmetic damage, such as scratches, nicks, tarnished Products, and dents.
- c) Any Products have been handled, stored, repaired, or altered in any way, which may have impaired its safety, operation, or efficiency; and
- d) Any Products and/or component have been subjected to any abnormal condition, misuse, or neglect.

If Aero Precision determines that the item returned for warranty service is non-conforming, the Buyer shall pay all costs, handling, and transportation.

VII. REPAIRS—Where Products are not covered under an express warranty and are returned for repair, Aero Precision may charge a fee for inspection and preparation of a repair quotation and this fee shall be payable in the event that the Buyer does not proceed with the repair. In such instances where Aero Precision has provided a warranty for repairs, the warranty period specified in Aero Precision's documentation shall apply, and if no period specified in such documentation, the warranty term provided by the OEM for such Product shall apply, which shall run from the date of Product completion. The repair warranty shall only cover any replacement components that were used in the repair. Whenever the Buyer submits a repair or purchase order or other written authorization (including any electronic correspondence to Aero Precision) for product service inspection(s) or evaluation(s) for repairs not covered under Aero Precision's warranty, the Buyer shall be responsible for all costs and fees of products/parts evaluation and inspection, any applicable repair or replacement costs authorized by the Buyer, and other fees incurred due to the Buyer's delay in communicating any authorized repairs or return instructions while parts are at an AP Supplier facility (e.g. MRO parts storage fees). Except for repair evaluation fee(s) provided or confirmed by Aero Precision, the initial pricing for repair and overhaul (R&OH) services is based on estimated pricing only. Final prices for repair and overhaul services after Aero Precision personnel has completed its evaluation of any repair item(s) shall be communicated by Aero Precision. Upon evaluation, Aero Precision, as appropriate, will have the product evaluated, and, as appropriate, disassembled, and any extra cost to re-assemble or ship the unassembled products back to the Buyer, including any additional packaging materials, shall be at the Buyer's sole cost and expense. If during the assembly and test stage any other parts (and the performance of associated labor) are determined to be required, Aero Precision's repair charges will be subject to re-quote. If any units are deemed BER (Beyond Economical Repair) or BPR (Beyond Physical Repair) after evaluation is completed, AP has the right to return unit to customer loosely assembled or in pieces unless otherwise stated at

time of order. In this case AP has still right to charge tear down and evaluation fees to its customer. Any piece parts missing or scrapped during/after the evaluation are not the responsibility of AP unless otherwise specified on customer contract/purchase order.

VIII. PAYMENT – Terms are net thirty (30) days from date of invoice unless otherwise specified on the face of the invoice. All quotes are in U.S. Dollars and all payments are to be made in United States funds. Late fees may apply if payments are not received within the terms agreed. Aero Precision is not required to proceed with performance of Buyer's order while (i) Buyer is in default of this or any other contract with Aero Precision, (ii) or upon the suspension of business of Buyer or the commencement of bankruptcy proceeding by or against the Buyer, or (iii) the Buyer ceases, or threatens to cease, to carry on business, or (iv) Aero Precision reasonably believes that any of the foregoing events is about to occur in relation to the Buyer and notifies the Buyer accordingly. In the event that any amounts due to Aero Precision become delinquent, the entire balance shall become immediately due. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of two percent (2%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Aero Precision for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. If Buyer fails to pay any amounts when due under this order or has materially breached any clause in these SO Terms, Aero Precision may (a) suspend the delivery of any Product(s), (b) reject Buyer's future purchase order(s), and/or (c) cancel accepted purchase order(s) (in whole or in part) pursuant to the terms of this Subsection. Aero Precision may, in its sole discretion, without liability or penalty, cancel any individual purchase orders (in whole or in part) if Aero Precision determines that Buyer is in violation of its payment obligations or has materially breached any clause in these SO Terms. As collateral security for the payment of the purchase price of the Products and performance in full of all the obligations of the Buyer under this Agreement, the Buyer hereby pledges and grants to the Seller, a lien, pledge, and security interest in and to all of the right, title, and interest of the Buyer in, to, and under the Products and any item(s) repaired, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing in the amount of AP's invoices for such items, plus any applicable late payment interest. The security interest granted under this provision constitutes a purchase-money security interest under Division 9 of the California Uniform Commercial Code, and where Aero Precision has performed the agreed upon repair or evaluation service(s) or has not received the required pre-payment within six (6) months of Aero Precision's second notice to the Buyer requesting payment, Aero Precision is permitted to return, dispose of, or sell any repair items, including any modifications or enhancements associated with the applicable repaired item(s) without any fault or liability to the Buyer. If collection, lien foreclosure, and/or legal action (including for the registration and enforcement of a lien or pledge) is pursued by Aero Precision on any past due amounts, including for Products, services, and repairs, the Buyer agrees to pay all costs and fees, including reasonable attorney fees, in collection, foreclosure, and litigation, including any appeals, if action is filed thereon, and for such claim(s) that Aero Precision may institute an action for payment in the non-exclusive jurisdictions of federal or state courts located in Alameda County, California, or Denver, Colorado, USA or any court of competent jurisdiction without breach of these SO Terms arbitration clause.

IX. PRICES. The last Product pricing communicated by Aero Precision for the applicable Product(s) in the accepted purchase order(s) shall apply. Unless the Buyer has requested a change to the Products, or Aero Precision's confirmed delivery date, or has failed to provide Aero Precision all information

necessary for the delivery the Product(s), the Product unit price applicable on the date of Aero Precision's acceptance of the Buyer's purchase order(s) shall apply.

X. TAXES AND CREDIT – Aero Precision's prices for Products are exclusive of any federal, state or local sales, use of excise taxes, or value added taxes. In the event that Aero Precision is required to pay such taxes (other than in cases where Aero Precision has agreed in writing to assume such fees), Buyer shall reimburse Aero Precision for any such taxes or assessments. All personal property taxes assessable on the Products after delivery to Buyer's designated ship-to location (as indicated on the accepted purchase order), and any federal, state or local sales, use of excise taxes, or value added taxes shall be the responsibility of the Buyer. Any credit limits extended to the Buyer will be revoked and/or reduced at any time if Aero Precision has not received payments for orders shipped within the agreed payment terms. Aero Precision reserves the right in its sole and absolute discretion and for any reason to limit the credit limit extended to the Buyer.

XI. EXPORT - Aero Precision will apply for United States Government export authorizations required for delivery of any Products or technical data under an order. Buyer will provide all information required by Aero Precision to complete the export authorization application(s). Buyer will provide accurate end user and end application information. An export license fee may apply. Buyer will comply with all applicable export and import control laws and regulations, including without limitation, the United States Export Administration Regulation (EAR), U.S. Arms Export Control Act, and the U.S. Export Administration Act, and the United States International Traffic in Arms Regulations (ITAR), and will retain documentation evidencing such compliance.

Buyer acknowledges that it is aware that U.S. export laws and regulations may impose restrictions on Buyer's use of the goods, services, or technical data, or on their transfer to third parties. Buyer will immediately notify Aero Precision and cease distribution activities with regard to the transaction in question if Buyer knows or has a reasonable suspicion that the Products, technical data, plans, or specifications may be redirected to other countries in violation of applicable U.S. export control laws.

Technical data is controlled for export by the U.S. Department of State and Department of Commerce. Proper export license, exemption, or exception is required to send these test reports to foreign parties. Aero Precision will no longer provide test report to Buyers, unless it has been specifically requested by the Buyer at the time of Request for Quote, specified on the Purchase Order, and Buyer has provided Aero Precision with all export information that Aero Precision has requested. Buyer hereby acknowledges that the timing of an export license for technical data may be delayed as Aero Precision will apply for such license when it has received the test reports with the completed Product unit. To ensure the timely shipment of Products, Aero Precision may delay shipment of the Product(s) test report(s) until it has obtained the applicable export authorization and as such the test reports may arrive 1 to 2 weeks after the applicable Product(s) shipment. Aero Precision reserves the right, in its sole discretion, to charge Buyer for any export licensing costs or fees Aero Precision incurs to deliver the Product(s) and Buyer agrees to pay for any applicable license charge(s).

XII. CANCELLATION/RETURNED GOODS – All Sales with Aero Precision are final. If the Sales Order or any part of it shall become impossible to perform, Aero Precision has not received any payment in accordance with Aero Precision's payment terms, or Products are returned by the Buyer with prior Aero Precision approval, Aero Precision shall be entitled to a fair and reasonable proportion of the Product price in respect of the work done up to the cancellation or return date and for this purpose any monies previously paid by Buyer shall be retained by Aero Precision. Aero Precision may withhold shipment until payment(s) have been made

in accordance with Aero Precision's payment terms, and may cancel, at its discretion, any purchase order that has not been paid in full sixty (60) days after Aero Precision's notice of late payment. In the event of breach of payment or any cancellation of these SO Terms, Aero Precision may recover as liquidated damages any expenses or cost arising from the cancellation costs or breach of these SO Terms. Such charge(s) may include a restocking charge and/or a cancellation fee. All cancellation request must be submitted to Aero Precision in writing.

XIII. INDEMNIFICATION – Buyer shall indemnify and hold Aero Precision harmless against any and all losses, liabilities, damages, costs, or expenses arising from any and all claims which may be made against Aero Precision by reason of injury or death which are caused by or alleged to have been caused by the use, sale, transfer, or alteration of the “Products”, or relating to the design of the Products (including its packages or containers) if they are made in compliance with Buyer's design or specifications. Buyer shall also indemnify and hold Aero Precision harmless from any and all damages or losses to Aero Precision's property which are caused by any act of omission, negligence or otherwise, of Buyer or any subcontractor of Buyer, or of any of Buyer's employees or agents. These terms benefit solely the Buyer and Aero Precision and any mutually agreed to in writing successors and assigns and nothing in these SO Terms express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these SO Terms.

XIV. LIMITATION OF LIABILITY—AERO PRECISION'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THESE SO TERMS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, REDELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT, SOFTWARE, OR SERVICES COVERED BY OR FURNISHED UNDER THESE SO TERMS SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCT, SOFTWARE, OR SERVICES WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON BUYER PROVIDING PROMPT WRITTEN NOTICE TO AERO PRECISION OF ANY CLAIM AND, IN ANY EVENT, WITHIN NINETY (90) DAYS FROM THE DATE OF OCCURENCE OF THE CLAIM UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL AERO PRECISION BE LIABLE TO THE BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE, OR ANTICIPATED PROFITS, DIMINUTION OR LOSS OF VALUE, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE (AS DEFINED BELOW), OPEN-SOURCE COMPONENTS OR THIRD PARTY MATERIALS, OR THE COSTS ASSOCIATED WITH SUBSTITUTION OR REPLACEMENT AIRCRAFT (OR ANY COMPONENTS THEREOF). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF BUYER'S REMEDIES UNDER THESE SO TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

XV. GOVERNING LAW AND ARBITRATION:

This order shall be governed by and construed in accordance with the Laws of the State of California, USA without reference to potential conflict with other laws, rules, and regulations; and specifically excludes reference to the UN Convention on Contracts for the International Sale of Goods. Any and all disputes, controversies, differences, or claims arising out of or relating to this order (“**Claims**”), which cannot be settled through the mutual consultation of Aero Precision and the Buyer and which have not

been included in a legal action initiated by Aero Precision pursuant to the Payment clause set forth herein, shall be settled in accordance with, the rules of the American Arbitration Association by a single arbitrator. Arbitration proceedings shall be held in Alameda County, California, USA. There shall be no right or authority for any Claims to be arbitrated or litigated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (such as an attorney general), other buyers, or other persons similarly situated.

The award rendered by the arbitrator shall be binding, and judgment upon such award may be entered in any court having jurisdiction thereof. Buyer shall abide with all applicable laws, at all times under this order. If Aero Precision is the prevailing party in any suit or other legal proceeding between Buyer and Aero Precision, Aero Precision shall be entitled to its reasonable attorney's fees and costs incurred therein and all sums due under these SO Terms.

XVI. PROPRIETARY RIGHTS; PRIVACY POLICY – Buyer recognizes that the publications, support and other information delivered hereunder constitute or incorporate information which is proprietary to Aero Precision, its affiliates, its licensors and suppliers. Buyer shall use Aero Precision Proprietary information solely for its own benefit and not to support or provide services to any third party unless expressly authorized by Aero Precision in writing. All rights not expressly granted by Aero Precision hereunder are reserved, including without limitation, all rights in U.S. or foreign patents. Buyer shall not remove or obstruct any copyright notices or other proprietary notices present on any Aero Precision Proprietary Information. All software of Aero Precision or its licensors provided with the Product shall be subject to Aero Precision and/or its licensors standard software license terms, which shall govern all uses of such software. Unless the Buyer has expressly notified Aero Precision's Compliance Department in writing that it does not desire to receive marketing or advertisements from Aero Precision, Aero Precision and any of its personnel are authorized by the Buyer to market any of the products and/or services it sells. The Buyer agrees that Aero Precision may retain any information collected about the Buyer and any of its personnel that concerns any financial information of the Buyer and any information that is mentioned on Aero Precision's Privacy Policy, which terms are hereby incorporated by reference, and may use such information for the purposes set forth in the Privacy Policy. A Buyer may opt out of Aero Precisions' retention of its information or any advertisements requests by contacting Aero Precision's Compliance Department at e- mail address of compliance@aeroprecision.com. Notwithstanding the foregoing, Aero Precision shall be permitted to retain any information or documents as required to comply with applicable laws and/or regulations.

XVII. EXCUSABLE DELAY; FORCE MAJEURE – Aero Precision will make every reasonable effort to ship ordered products in a timely manner. However, Aero Precision will not be liable to Buyer for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to, government embargoes or any other government acts that interfere with performance; blockades; seizure or freeze of assets; delays or refusals to grant an export license or the suspension or revocation thereof; fires, floods, severe weather conditions; any other acts of God, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (declared or not) or impending threat of any of the foregoing, if reasonably expected to cause injury to people or property; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that Aero Precision is actually delayed.

XVIII. NON-WAIVER. Aero Precision's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Aero Precision's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by an authorized representative of Aero Precision.

XIX. SOFTWARE. Subject to the license and use terms set forth in any vendor's license terms for the Software procured in any applicable Sales Order (the "**Licensed Software**") and those set forth herein, Aero Precision hereby grants to the Buyer a non-exclusive, non-sublicensable and non-transferable, limited license to use the licensed software and documentation solely for the permitted use during the authorized term of the applicable Licensed Software. Unless narrower restrictions exist in any other applicable software license terms of the manufacturer or vendor, the Buyer may (i) install, use and run one copy of the Licensed Software on its computer(s) at a time/on its network; and (ii) make copies of the Licensed Software solely for testing, disaster recovery or archival purposes. Any copy of the Licensed Software made by the Buyer: (a) will remain the exclusive property of Aero Precision and its licensor(s); (b) be subject to the terms and conditions of these SO Terms and any other terms set forth in the Sales Order; and (c) must include all copyright or other intellectual property rights notices contained in the original. Upon receipt of full payment for each procured Licensed Software, Aero Precision shall ensure that it or its licensor(s) provide such Licensed Software for download to the Buyer. The Buyer shall be deemed to accept the Licensed Software upon delivery; provided however, any applicable warranties set forth in the Sales Order shall apply for the duration of the applicable warranty period. Aero Precision or its licensor's may provide the Buyer with maintenance and support in connection with Buyer's authorized use of the Licensed Software. Such maintenance and support shall be purchased separately from the Licensed Software and is optional. If the Buyer opts to purchase maintenance and support from Aero Precision, a separate Software and Maintenance Agreement will be entered into by the parties. Aero Precision may subcontract any or all of its obligations to provide the Licensed Software and any maintenance or support for such software hereunder to one or more qualified parties without the Buyer's prior consent, unless otherwise restricted in the Sales Order for the Licensed Software or any attachment thereto.

THESE TERMS AND CONDITIONS CONSTITUTE THE STANDARD TERMS AND CONDITIONS OF SALE FOR AERO PRECISION AND ARE INCORPORATED IN THEIR ENTIRETY BY REFERENCE INTO ALL PRODUCT, SOFTWARE, AND REPAIR SALES MADE BY AERO PRECISION TO BUYER UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN. ANY MODIFICATION OF THESE TERMS AND CONDITIONS FOR THE PRODUCTS SUBJECT TO THESE SO TERMS SHALL REQUIRE THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

XX. SEVERABILITY & SURVIVAL. If any provisions of these SO Terms are held by a court of competent jurisdiction or arbitrator to be illegal, invalid, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the SO Terms shall otherwise remain in full force and effect and enforceable to the fullest extent permitted by law. All provisions of this SO Terms which by their nature should apply beyond its term will remain in force after any termination or expiration of these SO Terms, including, but not limited to, those addressing the following subjects: Export, Price, Payment, Repairs, Purchase Order, Limitation of Liability, Warranty, Indemnification, Software, Audit, Governing Law and Arbitration, and Severability & Survival.