



AREZZO AVIA LLP TERMS & CONDITION

AREZZO AVIA LLP TERMS AND CONDITIONS The following Terms and Conditions of Sale (which were set forth in our Quotation, if any, to Buyer) shall be the only Terms and Conditions applicable to the agreement between Arezzo Avia LLP, Incorporated (Arezzo Avia LLP) and Buyer resulting from Arezzo Avia LLP's acceptance of Buyer's order (the "Sales Contract"), and shall apply to the order regardless of anything which may appear on Buyer's purchase order. Buyer's assent to the Terms and Conditions of Sale set forth herein and on the reverse side hereof shall be conclusively presumed from Buyer's failure to object in writing and from Buyer's acceptance of all or any part of the products ordered. This Sales Contract constitutes the entire agreement between the parties and all prior and contemporaneous negotiations, understandings, and agreements, whether oral or in written, are merged herein and the rights and obligations of the parties shall be as set forth herein.

1. Prices are E.X.W. Arezzo Avia LLP's Supplier facility or plant of manufacturer. Prices are shown herein and are subject to change without notice. Purchase prices are stated in United States Dollars and payment shall be in Indian Currency (Rs.) of equivalent dollars at the exchange rate on date of Placing Order. Invoice terms are net 30 days unless otherwise specified. Arezzo Avia LLP 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.

2. Prices do not include sales, use, excise or any similar GST tax, VAT, service tax or any other tax applicable on such goods and services. Any tax or other government charge upon the production, sales, shipment or use of the product which Arezzo Avia LLP is required to pay or collect from Buyer shall be paid by Buyer to Arezzo Avia LLP unless Buyer furnishes Arezzo Avia LLP with a tax exemption certificate acceptable to the applicable taxing authority. Buyer shall be responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by concern department of government of INDIA. Buyer agrees to fully comply with all the relevant laws, and including but not limited to export/import regulations. Notwithstanding any provision, Arezzo Avia LLP will have no liability, nor will it be in breach of any condition of the agreement, if any government fails for any reason to issue or renew any export license or any other official authorization effecting any good and services.

3. Arezzo Avia LLP will ship in accordance with instructions supplied by Buyer, but if Buyer fails to furnish such instructions, Arezzo Avia LLP will select what is, in its opinion, the most satisfactory routing for the shipment. If Buyer is to pick up products and has not done so within seven days of notification that they are ready for shipment, Arezzo Avia LLP may ship the products via Arezzo Avia LLP's scheduled routines and commercial carriers at Buyers risk and expense. Title to and risk of loss for the products pass to Buyer upon delivery to carrier. Any prepayments by Arezzo Avia LLP of freight charges shall be for the account of Buyer and shall be paid by Buyer with and in addition to the purchase price.



4. Arezzo Avia LLP reserves the right to start production and commit funds to meet Buyer's delivery date based on conditions in Arezzo Avia LLP's plant and lead time required by Arezzo Avia LLP's suppliers. In the event of default, breach, or cancellation by Buyer, Buyer shall be responsible for any losses resulting to Arezzo Avia LLP there from.

5. Shipping dates are given to the best of Arezzo Avia LLP's knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer. Arezzo Avia LLP will, in good faith, endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or any damage arising there from. Furthermore, Arezzo Avia LLP shall not be liable for any delay or any damage arising there from. Furthermore, Arezzo Avia LLP shall not be liable for any failure to perform its obligations under this Sales Contract resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Arezzo Avia LLP's reasonable control whether similar or dissimilar to the foregoing.

6. Buyer's order may not be modified or rescinded except in writing signed by Arezzo Avia LLP and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Arezzo Avia LLP and Buyer, shall pay termination charges based upon costs

incurred by Arezzo Avia LLP as determined by accepted accounting principles plus a reasonable profit Furthermore any products scheduled for completion within (30) days of Buyer's request for termination or rescheduling will be accepted and paid for in full by Buyer.

7. Should Arezzo Avia LLP be prevented from completing this Sales contract or any part thereof because of any rule, regulation or order of the Federal government or any State government or of any Federal or State commission body or authority having jurisdiction, then Buyer agrees promptly, upon request and upon receipt of invoice thereof, to pay to Arezzo Avia LLP for any product or products then completed or in process an amount to be determined by Arezzo Avia LLP and representing its proportionate price of the products so completed or in process.

8. SPARE PARTS LIMITED WARRANTY: Arezzo Avia LLP warrants to Buyer that at the time of shipment products represented as distributed products that are in fact factory new, will be free from defects of material and workmanship and will conform to the applicable OEM / MFG drawing and specifications. Should any such defect become apparent within twelve months or Warranty clause as mentioned in Quotation from delivery, thereof to Buyer, Arezzo Avia LLP's sole obligation under this warranty will be limited to either, at Arezzo Avia LLP's option and expense: (1) repairing, (2) replacing or (3) extending credit for the products or parts thereof returned to Arezzo Avia LLP's Supplier by Buyer, F.O.B. Arezzo Avia LLP's Supplier Facility. Arezzo Avia LLP reserves the exclusive right to determine whether the part was defective. Buyer's exclusive remedy for breach of such warranty will be enforcement of such this warranty.



Arezzo Avia LLP warrants to Buyer that at the time of shipment products represented as repaired products by Arezzo Avia LLP's FAA/EASA certified supplier repair station will be repaired, will be free from defects of material and workmanship and will conform to the applicable Component Maintenance Manual. Overhaul / Serviceable / Repaired parts carry a 6 Month / 90 Days warranty or as specified in Quotation where ever applicable from date of shipment from Arezzo Avia LLP. Should any such defect become apparent within six Months / 90 Days or as specified in Quotation from delivery thereof to Buyer, Arezzo Avia LLP's sole obligation under this warranty will be limited to either, at Arezzo Avia LLP's option and expense: (1) repairing, (2) replacing or (3) extending credit for the products or parts thereof returned to Arezzo Avia LLP's Supplier facility by Buyer, F.O.B. Arezzo Avia LLP's supplier facility. Arezzo Avia LLP reserves the exclusive right to determine whether the part was defective. Buyer's exclusive remedy for breach of such warranty will be enforcement of such this warranty.

The part to be repaired or replaced must in all instances be returned, shipping prepaid, to Arezzo Avia LLP's Supplier and with an issued Return Authorization. All freights, import duties, customs brokerage charges, sales tax, use taxes and misc. fees, if any, on such warranty repairs or replacements assemblies or parts are the warranty recipient's sole responsibility. This Spare Part Limited Warranty will apply to any part repaired or replaced by a properly rated Arezzo Avia LLP's supplier Facility pursuant to this Warranty, provided, however that such warranty for the part repaired or replaced shall

be limited to the unexpired portion of the Spare Parts Limited Warranty. In other words, the warranty period of the part repaired or replaced does not restart from the date of reinstallation.

Warranty does not apply to spares not manufactured by Arezzo Avia LLP's or repairs that do not originate from Arezzo Avia LLP. Company is not liable for warranty related to normal wear and tear, unapproved modifications, operations beyond purpose for which spares were meant, defectives due to accidents (Any other reason).

WARRANTY ALL OTHER PARTS (EXCLUSIVE OF DISTRIBUTED FACTORY NEW PARTS AND REPAIRED PARTS): The items are sold "As is, Where Is and without warranty of fitness for a particular purpose, or merchantability, or any other warranty, guarantee, or representation of any kind, whether express or implied. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Notwithstanding the foregoing, Arezzo Avia LLP hereby assigns Buyer any assignable warranties or applicable rights Arezzo Avia LLP may have as a seller of the item, without liability of any kind, to Buyer on any such warranty.

9. Arezzo Avia LLP accepts your purchase order only if you agree that your purchase order for items listed may not be, rescheduled without prior written consent and none of the items may be returned to Arezzo Avia LLP for any reason except in accordance with any applicable warranty. Any material returned (RMA) will be subject to a minimum 25% restocking fee. It is specifically understood and agreed that the title



to all parts and materials listed or included on this invoice shall remain in Arezzo Avia LLP, Inc. until full payment of same has been received and good funds have cleared the bank. The Buyer agrees to pay all costs of collection, including but not limited to a reasonable attorney's fee, in the event it becomes necessary for Arezzo Avia LLP to enforce the terms of this Agreement.

10. It is the Buyer's responsibility to obtain a valid export license for this material from the concern Dept. of Govt. of INDIA if so required under the applicable Indian Government Export Control Regulations. This material is not to be shipped to any country that has an embargo placed on it by the INDIAN as well as U.S. Government.

11. INDEMNIFICATION: After receipt and acceptance of materials, Buyer agrees to indemnify and hold harmless Seller, Arezzo Avia LLP, Inc., and its respective officers, directors and employees from and against any and all claims, liability, loss, damage or expense, including all counsel fees arising from or by reason of any injury or death allegedly caused by the use, sale, transfer or alteration of the goods furnished hereunder; any damage to or destruction of any property or injury to any person or persons caused by any act or omission, whether negligent or otherwise, of Buyer or of any employee, subcontractor, workman, servant or agent employed by Buyer. Such obligation of Buyer shall survive acceptance of the goods and payment therefore of the Buyer. In the event Buyer claims that Arezzo Avia LLP has breached any of its obligations under the Sales Contract, whether of warranty or otherwise, Arezzo Avia

LLp may request the return of the products and tender to the Buyer the purchase price theretofore paid by Buyer and, in such event, Arezzo Avia LLP, shall have no further obligation under the Sales Contract except to refund such purchase price upon redelivery of the products. If Arezzo Avia LLP so requests the return of the products, the products shall be redelivered to Arezzo Avia LLP in accordance with Arezzo Avia LLP's instructions at Arezzo Avia LLP's expense.

THE REMEDIES PROVIDED FOR IN THIS AND THE PRECEDING PARAGRAPHS SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST AREZZO AVIA LLP FOR BREACH OF ANY OF AREZZO AVIA LLP'S OBLIGATIONS UNDER THE SALES CONTRACT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.

IN NO EVENT SHALL AREZZO AVIA LLP BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES NOR SHALL AREZZO AVIA LLP'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.

12. In the event any product to be furnished under this Sales Contract is to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer. Buyer agrees to hold Arezzo Avia LLP harmless from any and all damages, costs and expenses relating to any claim arising from the design, manufacture or use of the product or arising from a claim that such product furnished to Buyer by Arezzo Avia LLP, or the use thereof, infringes any Letters Patent, foreign or domestic, and Buyer agrees at its own expense to



undertake the defense of any suit against Arezzo Avia LLP brought upon such claim or claims. In the event any product to be furnished under this sales contract is not to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer, but rather is the design of Arezzo Avia LLP, Arezzo Avia LLP agrees to hold harmless Buyer and its customers against any damage awarded by a court of final jurisdiction in any suit or suits for the infringement of any Indian Letters Patent by reason of the sale or use of such product furnished by Arezzo Avia LLP under this Sales Contract. The foregoing undertaking shall not apply unless Arezzo Avia LLP shall have been informed as soon as practicable by Buyer of the charge or suit alleging such infringement and shall have been given the opportunity to take over the defense thereof, and further, such undertaking shall not apply if (i) the claimed infringement is settled without the consent of Arezzo Avia LLP unless required by a final unappeasable decree of a court of competent jurisdiction, or (ii) the infringement results from the use of a product delivered under this Sales Contract in combination with a product not delivered hereunder where such infringement would not have occurred from the use of the product alone delivered hereunder.

13. Arezzo Avia LLP reserves the right to make changes in the design of its products at any time without incurring any obligation to make equivalent changes in products previously manufactured or shipped. All tooling used to produce the product to be furnished under this Sales Contract is the property of Arezzo Avia LLP.

14. End items and/or spare parts shall be packed and packaged in accordance with commercial practices for one-way shipment by air and/or surface transportation. Arezzo Avia LLP is not liable for any harm that comes to the product during shipment, if the product was packaged in accordance with commercially reasonable practices.

15. Core Return Requirements: Cores must be returned with a completed service data tag documented by a licensed mechanic or authorized repair station. Cores should be carefully repackaged to preclude shipping damage, and the original packing material/methods supplied should be reused when possible. Cores must be returned to Arezzo Avia LLP's Supplier, unless otherwise directed by Arezzo Avia LLP, within 25 days, calculated from the date of shipment. Arezzo Avia LLP reserves the right to reject and return cores at customer expense and not issue core credit or reduced core credit for cores that are BER (Beyond Economic Repair), have incomplete data tags, have been disassembled, are not like for like part number or if the core returned exceeds normal run out condition and is going to incur charges over and above the standard overhaul. Arezzo Avia LLP will provide bill back notification to the customer within 60 days from receipt of the core if any over and above charges or core unacceptability should be identified. Failure to comply with the above requirements may delay, reduce or forfeit core credit issuance.

16. Short Shipments: Reports of shortage in shipment must be made within 10 days from invoice date.



17. Authorized Returned Goods Requirements: Customers authorized to purchase parts direct from Arezzo Avia LLP are eligible to return parts ordered in error (Subject to Approval from Arezzo Avia LLP's Supplier). The following criteria must be met to return a miss-ordered part: (1) All returns must have prior approval to return. (a) For new part returns, requests to return components must be made within 10 days from date of shipment. (b) For warranty returns, requests to return components must be made within 15 days from discovery of defect (Subject to unit / Parts under Warranty Period). (2) All parts should be returned with all freight and custom charges prepaid. A copy of the Return Authorization form provided by Arezzo Avia LLP (As applicable) must be included in the shipment in addition to any other required shipping documents. (3) Original Airworthiness Documentation furnished with the original shipment must also accompany the part. (4) The parts must not have been installed in an aircraft or damaged, and in the opinion of Arezzo Avia LLP must be in the same condition as when they were sold by Arezzo Avia LLP. (5) The original packing material/methods should be reused when possible. (6) Returns must be properly cased, plugged or capped as appropriate and be suitably protected for shipment with packing, shock mounts, shipping flanges or other protective measures so that they arrive at Arezzo Avia LLP's Supplier facility in good condition. Improper packing may be cause for rejection of credit. All rotatable returns must have all original supplier paperwork. Statically sealed items must be returned unopened. (7) All returned parts are subject to handling charges of 25% of the full invoiced price of the item.

Any required recertification prior to restocking and/or items which must be added to part will be charged to the customer. (8) If the return is the result of a Arezzo Avia LLP's error, all Arezzo Avia LLP invoiced costs will be credited including freight. (9) Claims to the freight carrier for carton damage should be submitted upon receipt for carton damage within ten (10) days from invoice date. This Agreement shall be governed by the laws of India. Any dispute which is not resolved through friendly negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to others, such dispute shall be resolved amicably by the authorized Signatories of both Parties. This Sales Contract shall be governed by the Uniform Commercial Code as adopted in the State of New Delhi, INDIA, as effective and in force on the date hereof. Wherever a term defined by said Uniform Commercial Code is used herein, the definition contained in the Uniform Commercial Code is to control. No action for breach of sale, this Sales Contract or any covenant or warranty arising there from, shall be brought more than one year after the cause of action has accrued. Any lawsuit to enforce the terms of this contract shall be brought in New Delhi, INDIA and controlled by INDIAN law. The prevailing party in any such lawsuit shall be entitled to recover its reasonable attorney fees.

18. Payment Terms:-

Payment Must be received Before Due date. Goods once Sold will not taken back. Interest of 18% P.A will be charged if the payment is not made within the stipulated time. All Terms are subject to "Delhi" Jurisdiction only.