



Terms & Conditions of Sale

TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale (the “Terms”) are applicable to the provision of all goods supplied and/or services rendered (“goods”) by Capewell Aerial Systems LLC, an Ohio limited liability company and its affiliates (collectively “Capewell”), to any purchaser, or in the case of sample products or material, recipient, thereof (“Buyer”).

1. **GENERALLY** - Capewell’s offer for sale of goods and Buyer’s acceptance of any such offer is governed exclusively by these Terms unless otherwise agreed in writing signed by Capewell. If an order is deemed to be an offer by Buyer, Capewell’s acceptance of such offer is expressly conditioned on Buyer’s assent to these Terms. Any additional, different, or conflicting terms proposed by Buyer in any offer, acceptance, confirmation (including any Buyer purchase order or specifications) or otherwise, (a) are requests for material alterations to these Terms, (b) are hereby rejected and objected to by Capewell, and (c) will not be binding in any way on Capewell.

2. **PRICE; PAYMENT** - The goods are hereby offered for sale at prices to be established by Capewell. Unless otherwise specified on Capewell’s invoice, order confirmation, acknowledgment or otherwise agreed to by the parties in writing, Buyer will pay for all goods on a [**net thirty (30) day**] basis. Capewell reserves the right to assess reasonable interest charges on any amounts not paid by the date such payments are due. All orders are subject to credit approval by Capewell. Capewell reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer’s payment obligations as Capewell in its discretion may require, notwithstanding any order confirmation issued by Capewell. Notwithstanding anything contained herein, additional cleaning or oiling charges with respect to Buyer supplied materials (“Buyer Materials”) not otherwise noted on Capewell’s order quotation, confirmation, or acknowledgment may be applied at the discretion of Capewell upon its receipt of such Buyer Materials.

3. **TAXES** - Capewell’s price for goods is exclusive of any Federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of goods required in the performance of any order. Capewell will list separately on its invoice any such taxes applicable to any such goods or transaction, and payable by Buyer, with respect to which Buyer does not furnish to Capewell evidence of exemption.

4. **DELIVERIES** - Capewell will use commercially reasonable efforts to meet the delivery dates, specifications, and quantities as set forth in Buyer’s purchase order. Capewell will not, however, be liable for damages or delays in delivery due to causes beyond its reasonable control.

5. **PRODUCT WARRANTIES** - Capewell warrants to Buyer that at the time of delivery Capewell will have good title to all goods supplied to Buyer and the right to convey title to such goods to Buyer free and clear of all liens. Capewell further warrants to Buyer that at the time of delivery all such goods will conform to the specifications, drawings, samples, or other description furnished or specified by Buyer or agreed to in writing by Capewell, and will be free from defects in material and workmanship. Capewell further warrants that any services it provides hereunder will be performed in a workmanlike manner. The warranties stated in this Clause 5 are the only representations and warranties Capewell has given Buyer in connection with the provision of goods to Buyer. **THIS ONE YEAR WARRANTY IS LIMITED TO ITS PRECISE TERMS AND PROVIDES EXCLUSIVE REMEDIES, EXPRESSLY IN LIEU OF ALL OTHER REMEDIES OF ANY NATURE WHATSOEVER, INCLUDING CLAIMS FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CAPEWELL NEITHER MAKES NOR ASSUMES ANY OTHER WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER BUYER, NOR ANY SUB-DISTRIBUTOR, AGENT OR DEALER UNDER IT, NOR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR CAPEWELL ANY OBLIGATION OR LIABILITY NOT STRICTLY IN ACCORDANCE WITH THE FOREGOING, OR TO REPRESENT THAT CAPEWELL MAKES ANY OTHER WARRANTY OR GUARANTEE.** All other warranties Capewell or anyone purporting to represent Capewell may have given, or which may be provided or implied by law or commercial practice, ARE HEREBY EXCLUDED.

6. **NON-CONFORMING GOODS** - Upon Buyer’s receipt of shipment, Buyer shall immediately inspect the goods. Unless Buyer provides Capewell with written notice of any claim for shortage, defect or nonconformity in the goods within ten (10) days after receipt of shipment, such goods shall be deemed finally inspected, checked and accepted by Buyer and Buyer’s failure to provide such notice shall be deemed to constitute a waiver of any such claim.

7. **TRADE COMPLIANCE**

(a) EXPORT CONTROL REGULATIONS - The goods that are the subject of this document and related technology are subject to export and re-export restrictions under U.S. and other countries' export control regulations, including without limitation the U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer ("Export Control Regulations"). Buyer warrants that it (i) will adhere to and comply with (x) all applicable Export Control Regulations and (y) any applicable terms, conditions, procedures and documentation requirements made known to Buyer that may be promulgated by Capewell from time-to-time to comply with the Export Control Regulations; (ii) will not, directly or indirectly through a third party, ship Capewell materials to Cuba, Iran, Libya, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Laws. Buyer acknowledges that Capewell will not proceed with a shipment when Capewell knows that the Capewell products in that shipment are destined for a sanctioned country. Buyer represents that neither Buyer nor any of its principals, officers, or directors, or any person or entity known to Buyer to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Buyer or the transaction involving the goods that are the subject of this document or related technology.

(b) ANTIBOYCOTT PROVISIONS - Buyer will not request of Capewell information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. Capewell hereby rejects any such request by Buyer and will report receipt of any such request to the relevant U.S. government office, as required by law.

(c) ANTICORRUPTION AND ANTIBRIBERY - In relation to any transaction involving the goods that are the subject of this document or related technology, Buyer shall not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to: (i) any

government official; or (ii) any non-governmental person, in either case with the intent that such official or person will perform their responsibilities improperly. Buyer warrants that it will comply with the anticorruption laws and anti-bribery laws of any country having jurisdiction over Buyer or the transaction involving the goods that are the subject of this document or related technology, and will in all cases comply with the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

(d) NONCOMPLIANCE - In the event that Capewell reasonably believes that any provision of this Clause 7 has or may have been breached, Buyer shall cooperate fully with Capewell's investigation to clear the matter and Capewell shall not be obligated to sell or provide goods or technology or take any other act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by Capewell shall not constitute breach of any obligation in respect of the transaction to which this document applies or otherwise.

8. LIMITATION OF LIABILITY - CAPEWELL'S LIABILITY FOR ITS GOODS UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THOSE FOUND BY CAPEWELL TO BE DEFECTIVE, OR AT CAPEWELL'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS. AT CAPEWELL'S REQUEST, BUYER WILL PERMIT CAPEWELL OR ITS DESIGNEE TO INSPECT ANY ALLEGEDLY DEFECTIVE GOODS INCLUDING SHIPMENT OF SUCH ALLEGEDLY DEFECTIVE GOODS TO THE LOCATION SPECIFIED BY CAPEWELL AT CAPEWELL'S COST.

9. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES - CAPEWELL SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE GOODS, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON CAPEWELL HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT.

10. INDEMNITY - Buyer shall indemnify, defend and hold Capewell and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from and against any and all fines, penalties, suits, actions, claims, liabilities, judgments, losses, damages, costs and expenses (including attorneys' fees) resulting or arising from (a) Buyer's negligence or willful misconduct, (b) Buyer's

use, sale, handling, storage, or disposal of the goods or any product or waste derived therefrom, (c) Buyer's discharge or release of the goods or any product or waste derived therefrom into water, onto land or into the air, (d) Buyer's exposing any person (including Buyer's employees) to the goods or any product or waste derived therefrom, including failure to warn of such exposure, (e) the transportation of the goods to Buyer after tender of the goods by Capewell to the carrier at Capewell's shipping point, or (f) the infringement (whether actual or alleged) of any intellectual property of any third-party with respect to any goods for which Buyer has supplied manufacturing specifications. The foregoing shall apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. This indemnity shall not apply to any fine, penalty, suit, action, claim, liability, judgment, cost or expense caused solely by Capewell's negligence or willful misconduct, but shall apply where there is concurrent negligence or willful misconduct on the part of Capewell and Buyer in proportion to Buyer's negligence or willful misconduct.

11. FORCE MAJEURE - Except for the payment of monies owed, neither party will have any liability for any breach or failure to perform that is the result of an event, condition or circumstance beyond that parties' reasonable control, including, without limitation, acts of God, war, insurrection, or terrorism, fire, inclement weather, strikes, boycotts, or other similar circumstances. If a party becomes aware of any such event, condition or circumstance, then such party will promptly advise the other party and both parties will cooperate to ameliorate the circumstance or condition as quickly as possible.

12. GOVERNING LAW - The sale of goods hereunder shall be governed, interpreted and construed by and in accordance with the internal substantive laws of the Commonwealth of Virginia, United States of America, without regard to the conflict of laws provisions thereof, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising hereunder shall be resolved in the United States federal courts serving the Commonwealth of Virginia, U.S.A. or in the courts of the Commonwealth of Virginia, as may be applicable. Such courts shall have exclusive jurisdiction and venue for resolution of all such disputes and the parties hereto do hereby irrevocably submit to such jurisdiction and venue, and waive any objection to the contrary hereafter.

13. COMPLIANCE WITH LAWS - Buyer shall comply with all applicable laws, regulations, and other legal requirements regarding the export, import, sale, distribution, marketing, and service of the goods and related technology, including without limitation, tax and

foreign exchange legislation or regulations and the obligations under Clause 7.

14. COMPLETE AGREEMENT - These Terms contain the complete and final agreement between Buyer and Capewell and supersede all other and further agreements, representations, warranties, covenants, promises, and other contractual obligations between the parties in respect of the subject hereof unless otherwise agreed to in a writing signed by Capewell. These Terms may be amended, modified or waived only by a written instrument that refers expressly to this paragraph and is signed by an authorized representative of Capewell. E-mails and electronic on-line, internet or other terms of Buyer shall not be deemed a means of modifying or amending these Terms.