



SALES QUOTE TERMS AND CONDITIONS

Urgent Market Condition Release

The volatility of the world's metal, metal by-products, and other material prices has resulted in Capewell Aerial Systems LLC ("Capewell") absorbing base and surcharge increases over the last several months. Due to this market condition and the subsequent price increases and surcharges from Capewell's vendors, Capewell reserves the right to pass along those charges without further notification. The combined impact of base charges and surcharges on raw material may be as high as thirty percent (30%) depending on the product line. **All existing valid quotations are estimates only and may be subject to price changes and lead time beyond those quoted here, prior to Purchase Order acceptance.**

The purchaser must review its order practices with the Capewell business manager to avoid supply delays with future orders.

Compliance with Export Laws and Regulations

The quote may contain or address items that are controlled under the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR). It is a violation of U.S. law to export such items without a license issued by the U.S. Department of Commerce (if under EAR) or the U.S. Department of State (if under ITAR). Diversion contrary to U.S. law is prohibited. If an export license fee is included in the quote, it is Capewell's understanding that some of the quoted items are controlled for export. If sold to a domestic company, it is that company's responsibility to identify controlled items and obtain an export license if the consignee, or end-user, is a foreign party.

Shipping and Delivery

Items are shipped in accordance with Ex Works shipping terms (INCOTERMS). No shipping or delivery charges have been included in this pricing, unless specifically indicated. Packaging will be standard commercial unless otherwise quoted. Shipping dates are approximate and are based upon prompt receipt of all necessary information from the purchaser. All risk of loss or damage, including the title to the products, shall pass to purchaser at delivery point. Capewell shall not be responsible for any failure or delay in shipment caused by force majeure, including but not limited to government order, regulation and/or required licenses, material lead time, fires, strikes, or other causes beyond control of Capewell or its suppliers. Under no circumstances will Seller be liable for loss, liquidated, incidental or consequential damages due to shipping and delivery delay or non-delivery.

Prepaid and Credit Card Orders

Prepaid and credit card orders will be processed immediately and will not be released for production until payment or payment authorization has been received by Capewell. Special production orders may be subject to a prepaid deposit on the cost of materials.

Sales and Similar Taxes

Quoted prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified here, the amount of any present or future sales, use, excise, or other similar tax applicable



to the work hereunder shall be paid by the purchaser, or in lieu thereof, purchaser shall provide Capewell with a tax exemption certificate acceptable to the taxing authority.

Changes

Capewell and purchaser shall have the right to make mutually agreed-upon changes to the purchase order, including deletions and extra work within the general scope of the parts and/or services to be furnished by Capewell. Any difference in price, time, rights, and/or obligations (including without limitation Capewell's warranty obligations) resulting from such changes must be mutually agreed upon in writing by both parties. All changes and extra work shall be performed pursuant to these terms and conditions. No cancellation or change will be accepted on orders in production or scheduled for production within sixty (60) days of shipment date unless approved by Capewell. For changes or cancellations on products with a shipment date within less than 60 days, purchaser is liable for cost of unique parts and/or other applicable costs incurred by Capewell. Blanket purchase orders are non-cancellable. Scheduled release dates are required with purchase orders for blanket order acceptance. Sixty (60) days advance notice is required to change the scheduled release date. If Capewell's production capacity allows, the purchaser agrees to take delivery of the total order quantity within one (1) year of acceptance of the purchase order by Capewell. Special production units are non-cancellable.

Returned Products

All sales are final. Products under warranty may be returned for credit, repair, or replacement only after written authorization by Capewell has been provided to the purchaser. Returned products may be subject to a twenty-five percent (25%) restocking fee. Returned products must be in "as new" condition. Products returned in less than "as new" condition or returned without written authorization, will be returned at the customer's expense. Returned products must be sent prepaid to the destination instructed by Capewell. Capewell will provide the purchaser with a Return Merchandise Authorization (RMA) number which must be applied to the exterior package labeling and packing slips. The RMA has a thirty (30) day expiration period. Product not received in the thirty (30)-day period will require purchaser re-submission of the return authorization request.

Repairs

All returns for repair must be authorized by Capewell prior to the return and must be sent prepaid to the destination instructed by Capewell. The return must also be accompanied by a detailed written explanation describing the nature of the issue resulting in the return. Individual items must each be tagged with the symptom(s) of failure. Units not under warranty will be returned at the purchaser's expense. Units returned under warranty with no defect found may be subject to an additional fee. Capewell will provide the purchaser with an RMA number which must be applied to the exterior package labeling and packing slips. The RMA has a thirty (30) day expiration period. Products not received in the thirty (30)-day period will require purchaser re-submission of repair authorization request.

This order shall be governed by the laws of the state of Connecticut, USA. No understanding of any promise or representation, and no waiver, alteration, or modification of any of the provisions hereof shall be binding upon Capewell unless agreed upon in writing by an authorized representative of Capewell.

Capewell's Terms and Conditions of Sale are incorporated into this quote and the resultant purchase order or contract as applicable. Submitting a Purchase Order in response to this quote signifies acceptance of



Capewell's Terms and Conditions of Sale. No other Terms and Conditions shall apply unless a fully executed agreement or contract, such as a Blanket Purchase Agreement (BPA) or Long-Term Agreement (LTA), exists between Capewell and the purchaser. In this case the terms of the BPA or LTA, in the event of a conflict with the terms of the Capewell Terms and Conditions of Sale, will supersede.

The Terms and Conditions of Sale can be found online at Capewell's website:

https://www.capewell.com/files/Capewell_Terms-Conditions-of-Sale.pdf.