



5722 BUCKINGHAM DRIVE
HUNTINGTON BEACH, CA 92649
TEL (714) 895-3335 FAX (714) 895-9665
sales@interavco.com www.interavco.com

TERMS AND CONDITIONS OF SALE

1. **COMPLETE CONTRACT.** This document constitutes the complete and exclusive statement of the terms of the agreement between the parties for the subject matter hereof. No other statements, agreements, representations or commitments, either verbal or written, and made prior to or at the time of signing or acceptance hereof, shall vary or modify this agreement. SELLER hereby objects to Buyer's inconsistent and/or additional terms and conditions, whether submitted in acknowledging or accepting this agreement or in issuing purchase orders (orders), releases, quality requirements, shipping instructions or other documents, and it is expressly agreed by the parties that such terms or conditions of Buyer shall not apply to this agreement. Neither party shall claim any modification or rescission from any provision hereof unless such modification or rescission is in writing and signed by an authorized representative.
2. **INSPECTION.** Buyer has a reasonable period of time after receipt at its dock to inspect and accept the materials or reject any non-conforming materials. Any rejection shall be promptly communicated in writing to SELLER. Buyer's sole remedy for the rejection of non-conforming materials shall be the same as the warranty remedy provided in LIMITED WARRANTY paragraph below. FAILURE BY BUYER TO GIVE SELLER WRITTEN NOTICE OF REJECTION WITHIN 30 DAYS FROM DATE OF DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH MATERIALS AND ACCEPTANCE THEREOF.
3. **SHIPPING TERMS.** Unless otherwise specified on the reverse of this document, all sales are F.O.B., origin (or for international transactions, Ex Works SELLER's plant (Incoterms 2000)). SELLER will pack material for shipment and according to SELLER's standard packing and shipping procedure. Buyer shall be responsible for the cost of shipping, packing or expediting requests.
4. **PAYMENT & TERMS.** All payments shall be made in U.S. currency. Buyer may not set off any sum due SELLER under this order for sums, whether or not liquidated, that are or may be due buyer. If the purchase price or any part is not paid by Buyer when due, Buyer shall pay interest at the lesser of 10% per annum or the maximum legal rate on all sums due from the date due, plus all costs of collection, including attorneys' fees and expenses. Unless otherwise agreed in writing, payment for materials is due Net 30 days from the date of SELLER's invoice. On international orders, shipment will be made only against a confirmed letter of credit, cash against documents, or by other written agreement.
5. **REMEDIES FOR NON-PAYMENTS.** If any lot or parcel shall not be accepted and/or paid for in accordance herewith, SELLER may without prejudice to other lawful remedy defer shipments until settlement is made, terminate this agreement, or treat such failure as substantially impairing the value of the whole agreement and hence as a breach hereof. If in the opinion of SELLER the financial responsibility of BUYER shall at any time become impaired, SELLER may decline to make further shipments except on advance receipt of cash or satisfactory security. Buyer agrees to pay all expenses that SELLER incurs to obtain collection of any amounts owed to SELLER under this agreement, including interest, collection agency expenses, court costs and reasonable attorney's fees.
6. **OBSOLESCENCE; CHANGES; REVISIONS.** SELLER manufactures material to industry standards. Unless specifically stated otherwise on Buyer's order, SELLER reserves the right to substitute documents, processes, requirements, details, parts, and specifications without notice and as required by SELLER. SELLER shall utilize the latest revisions in its possession at the time of manufacture or sale as applicable.
7. **TAXES.** Buyer is solely responsible for payment of all taxes, excises, duties or other such charges imposed by any government (national, state or local) authority, resulting from or measured by, the production, sale, transportation, delivery or use of the materials sold hereunder. Buyer shall pay all amounts to such taxing authority, or shall reimburse SELLER for all such taxes, excises, duties or other charges which SELLER may be required to pay to any government on Buyer's behalf. For avoidance of doubt, "taxes" as used herein excludes taxes imposed on either party's net income the payment of which is the respective party's sole responsibility. This TAXES Paragraph shall survive the full performance or termination of this agreement.



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8. **PATENTS.** SELLER reserves the right to discontinue deliveries hereunder, if in the opinion of SELLER, its manufacture, sale and/or use would infringe any Letters Patent now or hereafter issued and under which SELLER is not licensed.
9. **LIMITED WARRANTY.** SELLER WARRANTS TO BUYER THAT UPON PAYMENT OF THE PURCHASE PRICE, BUYER WILL RECEIVE GOOD TITLE TO ALL MATERIAL FREE AND CLEAR FROM ANY LIEN OR ENCUMBRANCE. SELLER'S WARRANTY SHALL REMAIN VALID FOR A PERIOD OF 12 MONTHS OR 500 FLIGHT HOURS, WHICHEVER PERIOD IS LESS. **NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE MATERIAL SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED.** SELLER ALSO DISCLAIMS AND BUYER HEREBY WAIVES ANY LIABILITY OF SELLER WHETHER ARISING FROM SELLER'S NEGLIGENCE, IN TORT OR OTHERWISE ARISING BY OPERATION OF LAW IN CONNECTION WITH OR RELATED TO THE SALE OR TO ANY OF THE PRODUCTS SOLD. BUYER'S EXCLUSIVE REMEDY FOR THE BREACH OF THE WARRANTY PROVIDED HEREIN IS, AT SELLER'S OPTION, THE REPAIR OF NON-CONFORMING MATERIALS, THE REFUND OF THE VALUE OF THE NON-CONFORMING MATERIALS, OR THE REPLACEMENT THEREOF. UNLESS OTHERWISE PROVIDED IN WRITING BY SELLER, THIS WARRANTY IS NON-TRANSFERABLE. ON PASSAGE OF TITLE TO THE MATERIALS, BUYER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO DEFEND AND INDEMNIFY SELLER AGAINST, ALL CLAIMS, LOSSES OR DAMAGES RESULTING FROM BUYER'S STORAGE, HANDLING OR USE OF THE MATERIALS SOLD HEREUNDER – WHETHER ALONE OR IN COMBINATION WITH OTHER SUBSTANCES, MATERIALS, ITEMS OR GOODS. THIS LIMITED WARRANTY PARAGRAPH SHALL SURVIVE THE FULL PERFORMANCE OR TERMINATION OF THIS AGREEMENT.
10. **LIMITATION OF CLAIMS.** NO CLAIM BY BUYER OF ANY KIND SHALL BE GRATER IN AMOUNT THAN THE PURCHASE PRICE OF THE MATERIALS IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN ADDITION, SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY TO PERSONS OR TO PROPERTY, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE). THIS LIMITATION AND EXCLUSION OF CLAIMS APPLIES REGARDLESS OF THE THEORY OF LIABILITY WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND FURTHER APPLIES EVEN IF SELLER KNEW OR SHOULD HAVE KNOWN BUYER WOULD INCUR SUCH DAMAGES AND REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY GRANTED HEREUNDER. ANY ACTION FOR BREACH OF THIS CONTRACT (OTHER THAN FOR NONPAYMENT OF THE PURCHASE PRICE) MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. THIS LIMITATION OF CLAIMS PARAGRAPH SHALL SURVIVE THE FULL PERFORMANCE OR TERMINATION OF THIS AGREEMENT.
11. **RETURNS; SHORTAGES; CANCELLATIONS.** All orders are non-cancellable, non-returnable and non-refundable unless otherwise agreed in writing at time of order placement. If applicable, all returns are subject to a handling charge plus shipping costs. Charges will not apply to goods shipped in error. All returns are F.O.B/Ex-Works SELLER's dock. Claims for shortages must be reported to SELLER within ten days of receipt of parts.
12. **EXCUSES FOR NONPERFORMANCE.** If the manufacture, transportation, delivery, or receipt by either party of any material covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference. If by reason of any such event or cause, the quantities of the material covered hereby, or of any materials used in the production thereof, are not reasonably available to SELLER or are less than SELLER's total needs for its own use or other sales, SELLER may allocate its available supply among its existing or prospective purchasers and/or its own departments, divisions and subsidiaries in such manner as SELLER deems proper or required by law (for example, in the case of DPAS rated orders) and without thereby incurring liability for failure to perform under this agreement. SELLER shall have no obligation to purchase supplies of any material sold hereunder to enable it to perform its obligations hereunder.
13. **WAIVER.** Failure of SELLER to exercise any right under this agreement shall not be deemed a waiver thereof.



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14. **LAW APPLICABLE.** This agreement is to be construed, and the respective rights and duties of Buyer and SELLER are to be determined, according to the laws of the State of California exclusive of its choice of laws provision. With respect to international transactions that are the subject of this agreement, the parties hereby exclude the application of the UN Convention on Contracts for the International Sales of Goods (1980) and any amendments thereto. The parties agree that any litigations arising out of this agreement shall be brought only in the federal or state court in the state of California, County of Orange and both parties consent to the jurisdiction of such courts. This LAW APPLICABLE paragraph shall survive the full performance or termination of this agreement.
15. **ASSIGNABILITY.** This agreement is not, in whole or in part, assignable, delegable or transferable by either party without the written consent of the other party, except to the party's successor or to the transferee of all or substantially all the party's assets or business to which this agreement relates. No assignment hereunder shall relieve any party of its obligations under this agreement. Nothing herein shall prevent SELLER from subcontracting for supplies or services in its ordinary course of business.
16. **NOTICE OF ORDER REVISION.** SELLER requires receipt of written notice of any order revision prior to the scheduled production date. Buyer agrees to pay a reasonable charge, if applicable, for any change to Buyer's first acknowledged order. In the event that Buyer provides less than 30 working days' notice for any change of order for any reason, Buyer shall nevertheless take delivery and make payment for such material as has been completed and is in process on the date SELLER receives notice from Buyer, provided however, that if for any reason, Buyer cannot accept delivery of such material, Buyer will pay for it as though delivery has been made and accepted. In such case, SELLER will store material for Buyer for a reasonable period of time at Buyer's expense and risk.
17. **TRACEABILITY; CONDITION.** Material sold in condition FN or NE is traceable only to the extent indicated on the proposal or offer. Any documentation requirements must be agreed in writing prior to order acceptance. Material sold in other conditions (NS, AR, RD, OH, SV, etc.) is offered as-is without any traceability. Unless otherwise agreed in writing, all Material is sold without any OEM approvals and without any Federal Aviation Administration (FAA) certifications or approvals including but not limited to Parts Manufacturing Approval (PMA) and TSO certification.
18. **EXPORT.** Transfer or sale of the materials sold hereunder (and technical data related thereto) from the United States, including transfer to any foreign person employed by Buyer, may be subject to appropriate authorization under the US Export Administration Regulations or the International Traffic in Arms Regulations. SELLER's obligations hereunder are subject to obtaining any necessary authorizations under such regulations and compliance with such regulations. Buyer warrants that it is not on any Denied Parties List. Buyer will fully and truthfully complete any certifications reasonably requested by SELLER as to the end use and ultimate geographic destination of any materials sold hereunder. Buyer will defend and indemnify SELLER for any and all claims, actions, losses, injuries or damages arising out of or related to Buyer's errors or omissions or the incompleteness or inaccuracy of information required under this paragraph. SELLER's ability to obtain any export license or other clearances, if required, is a prerequisite to performance under this Agreement. This EXPORT paragraph shall survive the full performance or termination of this agreement.
19. **CONFIDENTIAL INFORMATION.** SELLER's confidential information and proprietary data shall not be available to Buyer, unless SELLER specifically and separately agrees thereto in writing. Proprietary information shall include, but is not limited to, technical data, drawings, standards, certifications, OEM paperwork, work instructions, travelers, specifications, etc.
20. **PUBLICITY; TRADEMARKS.** Neither party shall announce or make public the existence of this agreement (or any terms and conditions hereof), nor disclose to any third party the existence of this agreement (or any terms and conditions hereof), except with the other party's written consent. Buyer shall not use SELLER's trademarks, service marks or trade names without SELLER's written permission; and except as otherwise permitted under this agreement or required by law, Buyer shall not reproduce, modify, publish or distribute any documents or written information furnished by SELLER to Buyer for use by third parties without SELLER's written permission.