

Air and Ground Aviation Inc Terms and Conditions of Sale



The sales quote and/or sales order (the "Order"), together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Agreement"), constitutes the entire and exclusive agreement between Air and Ground Aviation Inc ("Seller") and the buyer identified in the Order, hereinafter referred to as "Buyer", regarding the sale of goods, materials and/or services hereunder ("Goods").

1. DEFINITIONS AND INTERPRETATION

These definitions and rules of interpretation shall have the following meanings and apply in these conditions to sales and repair activity.

ACCEPTANCE – means the Buyer is deemed to have accepted these Terms and Conditions by issuing an Order to the Seller and the Buyer will be bound by any additional terms required by the Seller on the order acknowledgment. Furthermore, the Seller will not be bound by any conditions on the Order which are in conflict with these Terms and Conditions of Sale unless such deviations have been expressly agreed in writing and signed by a duly authorized officer of the Seller. further explained in Clause 2 below.

ADMINISTRATION CHARGE – means a fee assessed on a purchase for the time and expense of processing the order. The charge will include costs for:

- The preparation and submission of export licenses.
- Processing credit cards information online.
- Freight charges, where required.
- Insurance, where required.

AUTHORIZED PERSON - means the Buyers nominated person who is legally capable of placing an order and of entering into a binding contract.

BIS – Bureau of Industry and Security, is the US Department of Commerce website for export administration and regulations.

BUSINESS DAYS - shall mean any day other than Saturday, Sunday, or federal holiday of the United States of America on which legal business can be conducted.

BUYERS AGENTS - means the Buyers agents, couriers, consultants, and advisers.

CONDITIONS OF SALE - shall mean the clauses set out in these Conditions of Sale and any amendments thereto issued from time to time or which have been expressly agreed in writing and signed by a duly authorized officer of the Seller.

CONTRACT - shall mean the Buyers written instruction in the form of an Order issued to the Seller for the supply of the Goods and/or performance of Work as set out in the Contract Documents incorporating these Conditions and which may include any special conditions or endorsements that are agreed between the Parties.

CONTRACT DOCUMENTS - shall mean and include the Sellers Quotation, these Conditions of Sale, the buyers Order and the Order Acknowledgment.

CONTRACT PRICE - shall mean the Grand Total shown on the Quotation that will include the agreed charges for the supply of the Goods or services and all other related costs to be paid by the Buyer.

CONTROLLED EXPORTS – shall mean a controlled item that will be subject to an export license application and approval by the U.S. Department of Commerce or the U.S. Department of State, before being exported.

CREDIT LIMIT - shall mean the maximum amount of credit that the Seller may extend to the Buyer from time to time.

DATE - Relevant dates will be shown in the USA convention: month/day/year.

DAYS - will be shown as business days unless shown otherwise.

DELIVERY TERMS - Unless otherwise agreed and shown on the Quotation, delivery terms to the Buyer will be Ex-Works (EXW) See Clause 4 below.

DELIVERY POINT - Where the Buyer opts for Delivery Terms other than EXW; the Delivery Point will be the place where delivery of the Goods is to take place under Condition 4 below and as indicated by the Seller in the Order Acknowledgement. Carriage charges will be paid by the Buyer.

DESCRIPTION - Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt by issuing an Order to the Seller the Buyer affirms that it does not in any way rely on any description when entering into the contract.

END USE UNDERTAKING - shall mean a declaration for export control purposes signed by the Buyer to guard against the risk of US exports being diverted or re-exported to embargoed countries, debarred persons, and "undesirable" end-users.

FORCE MAJEURE - shall have the meaning as set out in Clause 12.

GOODS - means those raw materials, services or finished Goods defined and agreed in the Contract to be provided by the seller to the Buyer (including any part or parts of them).

GOVERNING LAW - This Agreement and the rights of the parties hereunder is governed by and construed under the laws of the State of Florida, United States of America, except that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

HEADINGS - headings are for convenience only and shall not affect the interpretation of these Terms and Conditions or purported to be included in the Buyers order.

INCOTERMS - The current version and application codes for delivery and transport charges/fees as shown on the International Chamber of Commerce website will be used on the Contract Documents.

ITAR - shall mean the United States International Traffic in Arms Regulations.

LIABILITY - means all liability of whatsoever nature including but without implying limitation whether by reason or in consequence of any breach of contract or of statutory duty or tortious or negligent act or omission and the words "liable" and "liability" shall be construed accordingly.

LIMIT OF LIABILITY - See Clause 10 of these Conditions.

MRO - shall mean Maintenance, Repair and Overhaul and any means of inspection, and/or testing arranged by the Seller to meet the Buyers requirements.

NOTICES - All notices, requests, demands and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) mailing the same by registered or certified mail, return receipt requested or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) facsimile subsequently to be confirmed in writing pursuant to item (ii) above. Notices to Seller shall be sent to Air and Ground Aviation Inc, 2301 Stirling Rd, Dania Beach, FL, 33312, USA.

OEM - Original Equipment Manufacturer.

ORDER ACKNOWLEDGMENT - means the sellers written form of acknowledgement of the Order and transmitted to the Buyer or to such other address substituted therefore as the Buyer may give by notice to the Seller.

QUOTATION - shall be a communication provided by the Seller showing price, costs, and terms for providing the Goods and services and are not binding until an Order has been issued by the Buyer and acknowledged (accepted) by the Seller. This may also be referred to as a Quote or a Proposal. Quotations provided by the Seller are subject to:

- Errors and Omissions Excepted (E&OE)
- Subject to Contract (STC)
- Subject to Prior Sale (STPS)

RELATIONSHIP OF PARTIES - Buyer's relationship with Seller will be that of an independent contractor. Buyer will not have, and will not represent that it has, any power, right or authority to bind Seller, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of Seller or in Seller's name, except as herein expressly provided.

SALES ORDER - A document generated by the Buyer that sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions agreed with the Seller and authorizes a purchase transaction for the Seller to supply the Goods and/or Services. When accepted and acknowledged by the Seller it establishes a contract that is binding on both parties.

SERVICES - means those services defined and agreed in the Contract to be provided by the Seller to the Buyer.

THIRD PARTY - means any individual, entity, or corporation other than the Seller and the Buyer.

WORK OR WORKS - means the activities associated with the supply of Goods or services by the Seller as described and set out in the Contract and which may include design, manufacture, or assembly.

2. FORMATION OF CONTRACT

- 2.1 All quotations are made, and all orders are accepted by the Seller subject to these Conditions of Sale. The Buyers instruction to proceed with the supply of Products and/or Work and acceptance of an order by the Seller shall constitute agreement to these Conditions of Sale without recourse to other conditions or contractual terms purported to apply.
- 2.2 No modified or other conditions will be applicable unless they are expressly agreed in writing and signed by an authorized officer of the Seller. Failure of the Seller to object to any conditions or contractual terms contained in any order or other communication from the Buyer shall neither be construed as a waiver of the applicability of these Conditions of Sale nor an acceptance of such other conditions or contractual terms.
- 2.3 Quotations are provided in good faith and on the basis that no Contract shall come into existence until the Seller acknowledges the Buyers order, see Clause 2.1 above. A Quotation is capable of acceptance only by the Purchaser within the validity period stated therein or, when no period is so stated, within Thirty (30) days after its date of issue. Any quotation is valid provided that the Seller has not previously withdrawn or extended it.
- 2.4 To enable the Seller to issue an Order Acknowledgement and to proceed with the Order, any Quotation accepted from the Buyer in the form of an Order is to be on the basis that the instructions contained therein are clear and unambiguous and any specific requirements are complete.
- 2.5 Quotations are subject to change by the Seller at any time before notice and acceptance by the Buyer.
- 2.6 Customer Owned Goods. Additional Terms and Conditions may be issued and applied on a case-by case basis. These additional Terms and Conditions, when issued, will form part of the Contract.
- 2.7 For lot/package sales, additional Terms and Conditions may be issued and applied on a case-by case basis. These additional Terms and Conditions, when issued, will form part of the Contract.

3. DESCRIPTION

- 3.1 The quantity, material condition and description of the Goods will be as set out in the Sellers quotation.
- 3.2 All samples, drawings, descriptive matter, specifications, and advertising issued by the Seller and any descriptions or illustrations contained in the Sellers catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY AND ACCEPTANCE

- 4.1 Unless otherwise agreed and shown on the Quotation, delivery terms to the Buyer are Ex-Works (EXW - Incoterms) Florida, USA.

- 4.2 Where the Buyer requires delivery to be made using their own carrier and account number, the delivery shall be deemed to have taken place on collection by the carrier or agent. The Buyer shall be responsible for Goods lost or damaged in transit and shall ensure adequate insurance cover is arranged or has opted not to insure.
- 4.3 Dates specified by the Seller on the Quotation for the availability and delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.4 Subject to the other provisions of these Conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Sellers negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 The Seller will not be liable if the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses, or authorizations. On these occasions:
- Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Sellers negligence);
 - the Goods shall be deemed to have been delivered; and
 - the Seller may store the Goods until delivery, whereupon the Buyers shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).
- 4.6 The Buyer shall provide at the Delivery Point and at its own expense adequate and appropriate equipment and manual labor for off-loading the Goods.
- 4.7 If the Seller delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Seller on the order, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or short fall and shall pay for such Goods at the pro rata Contract rate.
- 4.8 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.10 The price shown on the Quotation includes free packing, handling, and packaging materials. Goods will be packed to Commercial or Trade Pack standard and over packed for transit, where appropriate. Any special packaging requirements of the Buyer will be charged at cost. The Buyer should state their preferred method of delivery and provide the name of their nominated carrier and account number which they require the Goods to be shipped on. If the Buyer requires Goods to be shipped on the Sellers freight account, there will be an additional charge to the Sales Invoice noted as 'Freight Charge'.
- 4.10.1 The Seller will accept no liability for damages in transit or short shipments where the Goods have been collected and transported by the Buyers nominated carrier or on the Sellers Carrier account. Such instances should be reported immediately to the Carrier.
- 4.10.2 Where the Buyers nominated carrier is unable to fulfil its obligations and the Seller incurs costs transporting Goods on the Buyers behalf, the Seller shall invoice the Buyer for reimbursement.
- 4.11 Acceptance
- 4.11.1 The buyer shall be deemed to have accepted the Goods if they have not been rejected on or before the 7th business day after collection by their Agent. The Buyer shall not be entitled to reject the Goods in whole or in part after such date and full payment shall be required.
- 4.11.2 Should the Goods fail the Buyers inspection within the 7-days, then a Notification of Quarantine (Returned Material Authority (RMA) should be requested from the Seller. Due recognition by the Buyer is to be made of Clause 11.7 below.

- 4.11.3 No Goods are to be returned for credit to the Seller without prior written consent from an authorized person of the Seller.
- 4.11.4 Exchanges and Returns must be returned in the original outer and inner packing. The original Copy of the Invoice or Packing List for Goods should be packed with the returned Goods. The RMA number is to be shown on the documents and on the exterior of the packaging.
- 4.11.5 Title to the Goods does not transfer until payment has been received in full and cleared and subject to clause 9 below.
- 4.11.6 Failure to comply with the Conditions above will result in denial or credit or a 20% restocking fee may be incurred.

4.12 Cancellation

- 4.12.1 No order which has been accepted by the Seller may be cancelled by the Buyer except with the Sellers agreement and confirmed in writing and on such terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), cost, (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 4.12.2 No order which has been accepted by the Seller may be cancelled if the Goods have been dispatched or notification that they are ready for collection has been issued.

5. PRICE

- 5.1 The price for the Goods shall be the price set out in the quotation, unless otherwise agreed by the Seller in writing. The Contract Price is unless otherwise expressly stated will be net, Ex-Works and exclusive of Tax and does not include other administrative charges; such charges will be shown on the Quotation text notes or advised separately.
- 5.2 The price for the Goods shown on the Sellers quotation shall be exclusive of any local or governmental taxes and all such costs or charges in relation to specialist packaging, loading, unloading, carriage, and insurance, unless agreed in writing. Such charges will be shown on the quotation and the Buyer shall pay these in addition when it is due to pay for the Goods.

6. NON-DELIVERY

- 6.1 The quantity recorded by the Seller on dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery, unless the Buyer can provide conclusive evidence to the contrary.
- 6.2 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless the buyer gives written notice to the seller of the non-delivery within 7-business days of the date when the Goods would in the ordinary course of events have been received.
- 6.3 Any liability accepted by the seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. Liability specifically excludes consequential loss, special damages, or other indirect loss, however arising.
- 6.4 The seller shall not be liable for any delay in delivery caused by the unavailability of the buyer at the delivery address or suspension or cancellation of transport services beyond the control of the seller or the performance of the buyers designated carrier.

7. PAYMENT

- 7.1 Payment of the price for the Goods is due in the currency specified on the invoice and is to be made to the Seller's bank account shown on the invoice or advised on a case-by-case basis. Unless agreed in writing, payment by overseas (i.e., non- US based) customers is to be by bank transfer or credit card and will be subject to an administrative charge.
- 7.2 Unless credit terms have been negotiated and agreed in writing with the seller, payment shall be made in advance of dispatch of the Goods (Proforma invoice).

- 7.3 At the sole discretion of the seller and subject to satisfactory credit vetting of the buyer, credit terms may be offered. Where credit is offered, payment terms of the price and any other applicable costs shall be due within 30-days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing.
- 7.4 No payment shall be deemed to have been received by the Seller until funds have been received by the Seller and cleared.
- 7.5 All payments payable to the seller under the Contract shall become due immediately on its termination despite any other provision.
- 7.6 The Buyers shall make payments in full due under the Contract without any deduction by way of set-off, counterclaim, discount, and abatement or otherwise unless the Buyer has a valid subpoena requiring an amount equal to such deduction to be paid by the seller to the buyer.
- 7.7 Additionally, Seller may at its option: (a) repossess Goods for which payment has not been made; (b) charge interest on delinquent amounts at the lower of one and one-half percent (1.5%) per month or partial month during which amount was due, or the highest rate allowed by law, from due date to payment date; and (c) recover all costs of collection, including without limitation reasonable attorneys' fees. Seller may re-evaluate Buyer's credit standing at all times, and modify or withdraw credit.

8. TITLE/RISK

- 8.1 The Goods are at the risk of the Buyer from the time of delivery.
- 8.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
- the Goods; and
 - all other sums which are or which become due to the Seller from the Buyer on any account.
- 8.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 8.3.1 hold the Goods on a fiduciary basis as the Sellers bailee;
- 8.3.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property; or composition with his creditors.
- 8.4 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of the Goods has not passed from the Seller.
- 8.5 The Buyer grants the Seller, its agents, and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, to recover them where the Buyers right to possession has terminated.
- 8.6 Where the Seller is unable to determine that the right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 8.7 On termination of the Contract, howsoever caused, the Sellers (but not the Buyers) rights contained in this Clause 8 shall remain in effect.

9. ASSIGNMENT

- 9.1 The Seller may assign the Contract or any part of it to any person, firm, or company.
- 9.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

10. LIMITATION OF LIABILITY

- 10.1 Subject to Condition 4, Condition 5, and Condition 9 above, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents, and subcontractors) to the Buyer in respect of:
- 10.1.1 any breach of these conditions;

- 10.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- 10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Seller for:
 - 10.3.1 death or personal injury caused by the Sellers negligence; or
 - 10.3.2 any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
 - 10.3.3 for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3 above:
 - 10.4.1 the Sellers total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract value detailed in the Order Acknowledgement issued by the Seller, and;
 - 10.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever and howsoever caused which arise out of, or in connection, with the Contract.

11. WARRANTY

- 11.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavor to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 11.2 The Seller warrants that subject to the other provisions of these conditions upon delivery, the Goods shall:
 - 11.2.1 be reasonably fit for purpose;
 - 11.2.2 any additional warranty terms or conditions will be stated on the Sellers quotation.
- 11.3 The Seller shall not be liable for a breach of warranty or Condition 11.2 above if and without limitation:
 - 11.3.1 In respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, the Buyer failed to follow the Sellers oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods.
 - 11.3.2 the Buyer failed to follow applicable specifications, cautions and instructions as to storage, shelf life, installation, commissioning use or maintenance, misuse or alteration or repair of the Goods provided by the OEM or the Seller.
 - 11.3.3 the Buyer makes any further use of the Goods after giving such notice.
 - 11.3.4 the Buyer modifies or repairs the Goods.
 - 11.3.5 in respect of any defect in the Goods arising from any drawing, design or specification supplied by Buyer;
 - 11.3.6 the total price for the Goods has not been paid by the due date for payment.
- 11.4 The Buyer shall give written notice of the defect to the Seller in accordance with Condition 4.11 above if the Goods do not conform the warranty terms, the Seller shall at its option repair or replace such Goods or the defective part or credit the price of such Goods at the pro rata Contract rate.
- 11.5 If the Seller complies with Clause 11.4 it shall have no further liability for a breach of a warranty or the Buyer has not complied with Clause 11.3 in respect of such Goods. Any Goods replaced shall belong to the Seller.

- 11.6 Any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the warranty period.
- 11.7 In the case of any pre-owned, used, second-hand, overhauled or reconditioned Goods supplied from stock or brokerage, the Buyer shall be entitled to the benefits of such assignable warranties or guarantees (if any) as have been given to the Seller. The Seller shall be under no liability at any time in respect of any defect in such Goods. All sizes, dimensions, capacities, and all other information supplied given or quoted by the Seller in relation to such Goods are not warranted correct by the Seller and should be verified by the Buyer.

12. FORCE MAJEURE

- 12.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including and without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 12.2 If the Force Majeure event continues for a continuous period in excess of 180 days, the Contract may be cancelled in writing by mutual consent by and between the Parties.

13. EXPORT CONTROL

- 13.1 Where the Goods to be supplied are for export from the United States of America, the provisions of this Clause 13 shall (subject to any special terms agreed in writing between the Seller and Buyer) apply, notwithstanding any other provision of these conditions.
- 13.2 The Buyer shall be responsible for complying with any legislation or regulations covering the import of the Goods into the country of destination and for the payment of any duties. The Buyer is responsible at their own expense for the application for license or consents required by any government or other authority and provide evidence to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment. Any additional expenses or charges incurred by the Seller from such failure shall be recoverable from the Buyer.
- 13.3 Where an export license is required, the Seller will make arrangements to apply for export licenses. The Buyer shall provide such accurate and complete information in reasonable time to enable this to be obtained prior to delivery. Goods will not be released to the Buyer until all mandatory export requirements have been met and supporting documents have been provided to the satisfaction of the Seller. The charges to be applied will be shown on the Sellers quotation:
- 13.4 Legal Notice. The Buyer and seller is required to comply fully with all laws and regulations concerning the purchase and sale of products. The Buyer and Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws"). Commerce Control List (EAR) and any contrary diversion is prohibited and will affirm that the Goods are not or may be intended, in their entirety or in part, for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons, or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons. An End User Undertaking will be required to be completed by the Buyer.
- 13.5 The Buyer undertakes to implement all necessary security measures to prevent the transfer or diversion by any means whatsoever, of the Goods, services or information provided by the Seller and identified as being subject to the applicable laws and regulations on export control to any person not authorized to access such Goods, services and information, by dispensation or by an export or import license granted by the competent government authorities and agencies.
- 13.6 Seller hereby represents that neither seller nor any parent, subsidiary or affiliate of seller is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"),

or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). Buyer shall immediately notify the Seller if Buyer, or any parent, subsidiary or affiliate of Buyer becomes listed on any Restricted Party List or if Buyer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

- 13.7 If Buyer is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, Buyer represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- 13.8 Should it fail to meet its export control obligations; the Buyer will be bound to compensate for any damage caused to the Seller in connection with the performance of this Agreement and/or the Order or the use or operation of all or part of the Supply. Furthermore, the Buyer undertakes to take charge of the defense of the customer and/or its suppliers in the event of any action or legal proceedings taken by competent authorities relating to export control as well as all consequences, including fees, expenses and damages that may be incurred by them.

14. WAIVER

- 14.1 No course of dealings between Seller and Buyer or Seller's failure to insist on performance of any term or condition contained in this Agreement, or failure to exercise any of the Seller's rights hereunder, shall constitute a waiver of any of the Seller's rights or remedies under this Agreement.

15. COMMUNICATIONS/NOTICES

- 15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by recorded mail or sent by fax:
- 15.1.1 to the Seller registered office or such changed address as shall be notified to the Buyer by the Seller; or
 - 15.1.2 to the Buyers registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.
- 15.2 Communications shall be deemed to have been received:
- 15.2.1 if sent by recorded Mail, two days (excluding Saturday Sundays and Federal Holidays) after posting (exclusive of the day of posting); or
 - 15.2.2 if delivered by hand, on the day of delivery.
- 15.3 Communications addressed to any party shall be marked for the attention of an Officer of the party and sent to Air and Ground Aviation Inc, 2301 Stirling Rd, Dania Beach, Florida, 33312, USA.

16. Contact Information

Ian Dodds - CEO

USA Office: 2301 Stirling Road, Dania Beach, FL 33312, USA
Tel: +1 754-777-7292

Email: sales@airandground.com

Web: www.airandground.com