

The following Terms and Conditions of Sale are applicable to all products (the “Products”) offered between JDL Industries, Inc. (the Seller) and the Buyer . The terms and conditions set forth herein supersede all prior negotiations and representations, if any, and no other representations by Seller or Seller’s agents shall be binding upon Seller except as specifically set forth hereinafter.

1. ACCEPTANCE: Upon Acceptance of this offer by Buyer, a contract upon the terms stated will result. Acceptance shall be deemed to have been made upon receipt from Buyer of an executed copy of this form or not excluding other methods of acceptance, upon the receipt of an order by Seller from Buyer which agrees with the basic terms herein: description of the products, price, quality and delivery schedule. Seller objects to the inclusion of any different or additional terms proposed by the Buyer in its acceptance of this offer and if they are included in the Buyer’s acceptance, a contract for sale will result upon Seller’s terms stated herein.

2. STANDARD PRACTICES: Unless otherwise specifically stated herein, all products parts sold hereunder, (including those ordered to an exact specifications shall be produced and shipped in accordance with Seller’s standard practices. All orders or contracts, as well as shipments applicable thereto, are subject to Seller’s current schedules and government regulations, orders, directives, and restrictions, as may be in effect from time to time.

3. CREDIT APPROVAL: Purchases shall at all times be subject to the approval of Seller’s credit department. Notwithstanding any other remedies, Seller may, at any time, decline to make any shipment or delivery except upon receipt of payment or security or other terms and conditions satisfactory to Seller.

4. TERMS OF PAYMENT: Terms of payment shall be established by Seller at the time the order is accepted, provided however, that Seller shall have the right to modify the terms of payment at any time prior to shipment, and may refuse to make delivery pending modification of the terms of payment which are satisfactory to Seller. To prevent any fraudulent information, the terms of payments, or any changes to the terms of payments, will only be made by SECURED or ENCRYPTED communications from the seller, and a PIN will be provided by the accounting manager. Payment of any invoices provided shall be made as required therein. No cash discounts are allowable unless indicated on the face of the invoice.

5. OVERDUE ACCOUNTS: All unpaid and overdue accounts shall bear interest at the rate of one and one-half percent (1 ½) per month, commencing thirty (30) days after delivery, or other agreed upon terms, until such time as the

account is paid in full. All payments, other than payment in full of the amount outstanding, shall be credited first against interest, other charges, and then to the outstanding principal amount of the purchase price for the goods shipped or supplied. Buyer agrees to pay any collection costs incurred to collect the account balance, including courts costs, collection fees and attorney's fees of the unpaid principle and interests.

6. TAXES: Unless otherwise specified, prices on the specified goods are exclusive of all federal, state, municipal, local or other governmental taxes, levies, assessments, duties or other charges or a like kind or nature. Wherever applicable, any tax or taxes may be added to the invoice as a separate charge to be paid by Buyer.

7. DELIVERY: All products shall be delivered FOB, Seller's place of business, manufacturers facility, when applicable, or otherwise if specifically stated in the invoice. Seller shall use its best efforts to deliver the products within the time quoted, but does not make any guaranties or representations therein. Seller shall not be liable for any loss or damage of any kind or nature whatsoever, whether direct, indirect, or consequential, caused by any delay in delivery Products shall be shipped in accordance to Seller's standard shipping process, or in the alternative, pursuant to specific requests provided by Buyer subject to Seller's approval. Unless specifically stated on the face of the invoice, Buyer shall accept delivery of products in accordance with Seller's standard delivery of practices. Buyer is responsible to process all claims for product(s) damaged by carrier with carrier within 72 hours of receipt of products, any and all expenses related with the claim and is still liable for payment of goods to Seller.

8. SPECIAL ORDERS: Buyer acknowledges and agrees that any goods specifically purchased, manufactured or prepared for Buyer, may not be cancelled once the product has been ordered, manufactured (or is in the process of being manufactured). Buyer agrees that it shall be responsible for the full invoice amount, if said cancellation is made after the goods has been ordered, manufactured or are in the process of being manufactured.

9. FAILURE OR DELAY IN PERFORMANCE: Seller shall not be liable hereunder for any failure or delay in performance, when such failure or delay is caused by strikes, labor problems; accidental fires; delays in manufacturing, transportation, delivery of materials; acts of God; embargos; civil commotion; governmental actions, whether federal, state, municipal, foreign, or otherwise; or any other causes beyond Seller's control.

10. RETURN PRODUCT POLICY: All requests for return authorization must be received by Seller within seventy two, (72), hours of delivery and submitted in writing. Seller will review request and submit an RMA to the Buyer if request

is approved. All returns sent to Seller without prior written approval and an approved RMA will be refused or returned to Buyer at buyers expense. For all unapproved products the Buyer is responsible for all freight/delivery charges. No return shall be allowed on special order products. Seller will accept no Products returned to it for credit or exchange unless (a) the Products were purchased by Buyer from Seller and then only if such Products are still being offered for sale by Seller; (b) the Products have not been modified in any way from their original formula, carton, and condition; (c) are not expired and must have a minimum of 50% shelf life, where applicable: and (d) the Products are in full standard factory/JDL cartons. Unless otherwise agreed to in writing by Seller, transportation costs and risk of damage or loss in transit shall be borne by Buyer. Credit will be issued at Seller's invoiced price less its standard handling charge where applicable. Any products authorized for returned by Seller that are returned by Buyer, resulting from Buyer's error in ordering the product, shall be subject to a twenty-five (25%) percent re-stocking charge.

11. EXCLUSION OF WARRANTIES: SELLER PROVIDES NO WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE GOODS SUPPLIED, AND ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS HEREBY EXPRESSLY DISCLAIMED, WHETHER IMPLIED OR EXPRESSED.

12. BUYER'S REMEDIES: If the goods furnished to Buyer shall fail, whether due to Seller's negligent acts or omissions, or otherwise, failure to conform to this Agreement or to any expressed or implied warranty, if any, is expressly given on the face of this form, during a period not to exceed thirty (30) days from the date of shipment, Seller shall, at its option, either credit or refund the purchase price, repair such non-conforming goods at a mutually satisfactory location, or replace such goods at the original point of delivery, and shall furnish instructions for its disposition. Buyer's exclusive and sole remedy on account or in respect of furnishing goods that shall fail, whether due to Seller's negligent or omission's or otherwise, to conform to this Agreement, or to any express or implied warranty, if any, as expressly given on the face of this form, during a period not to exceed thirty (30) days from the date of shipment, shall be to secure reimbursement, repair or replacement thereof as aforesaid. Seller shall not in any event be liable for the cost of any labor expended on any such goods or any special, direct, indirect, incidental or consequential damage to anyone in contract or tort by reason of the fact that such goods do not conform to this Agreement or to any express or implied warranty. IF THERE ARE NO EXPRESS WRITTEN WARRANTIES ON THE FACE OF THIS FORM, BUYER IS PURCHASING THE GOODS IN "AS IS" CONDITION, WITH NO WARRANTIES OF ANY KIND GIVEN BY SELLER.

13. WAIVER ALTERATION OR MODIFICATION: No waiver, alteration, or modification of any specification, term, warranty, or condition applicable to the products and services furnished hereunder shall be binding upon Seller, unless made in writing and signed by an authorized representative of Seller. Waiver by Seller of any breach of these provisions shall not be construed as a waiver of any other breach.

14. TITLE AND RISK: Unless specifically stated herein, all sales of products hereunder are FOB Seller's location and title to such products shall pass to Buyer upon delivery by Seller to a carrier for transportation to Buyer. Title to any product sold FOB destination shall pass to Buyer upon arrival at the destination specified and charges at destination for spotting, switching, handling, storage, and other accessorial services shall be for Buyer's account. All risk of loss shall be and remain at the risk of Buyer from and after the date at which title passes.

15. APPLICABLE LAW: This Agreement shall be deemed to have been made in the State of Florida, and its provisions, interpretation and performance shall be governed by the laws of the State of Florida. Any and all claims and/or actions against either Buyer or Seller arising directly or indirectly from this Agreement shall be brought only in the courts of Miami-Dade County, Florida, having appropriate subject matter jurisdiction within the State of Florida.

JDL Industries, Inc. was founded in 1987 by an Eastern Airlines Senior Engineer, and has been providing quality aerospace maintenance products, technical training and exceptional customer service to thousands of Airlines, Aviation Repair facilities and OEMs both domestically and overseas for over 20 years.

JDL Industries, Inc. offers its customers an extensive product line, state-of-the-art Quality Control and personalized service from a dedicated team of sales professionals. We are a Master Distributor with a warehouse stocked with over \$1.5 million in inventory from manufacturers such as 3M, AXON HENTZEN (CrownMetro), Permacel, Polyken, LPS, A.C. Tech, Dinol, and over 50 other manufacturers. We have an in-house aerospace paint tinting lab, where we custom color match most Boeing BAC, Douglas DN, Federal Standard 595, and Pantone numbers. We can also match other manufacturers color numbers, or we can match colors from a sample panel sent to us. Our turn around time for custom matched aerospace coatings is from 2 to 4 business days. Stock colors and primers are available for immediate shipment.

Source: <http://jdlindustries.com/index.php/terms-and-conditions/>

