

STANDARD TERMS AND CONDITIONS
OF ANY AND ALL PURCHASE ORDERS / AGREEMENTS
WHEREIN PALMETTO AERO, LLC IS THE
SELLER, VENDOR AND/OR SUPPLIER

Notwithstanding any terms/conditions contained within any and/or all purchase orders/agreements, ("Purchase Terms"), submitted to Palmetto Aero, LLC., a South Carolina limited liability company, ("Palmetto Aero"), from any customer(s)/vendee(s) of Palmetto Aero, ("Customer(s)"), and/or to which Palmetto Aero is a party with any Customer(s), ("Order(s)" in any event), and as a material consideration/inducement to Palmetto Aero under or relating to the Order(s), the following terms/conditions, ("Controlling Terms"), shall be and/or are wholly: (a) incorporated by reference within and as part of the Order(s); and, (b) controlling as to any Purchase Terms conflicting therewith and/or contrary thereto:

1. **Shipping**: Palmetto Aero's pricing, ("Price"), to Customer excludes freight/delivery, transportation, demurrage and insurance costs (if Customer obtains insurance) for the goods, ("Delivery"). Delivery shall always be F.O.B. Palmetto Aero (unless expressly provided in the Order(s) to the contrary and specifically included in the Price). Customer assumes all risk(s) of loss(es)/damage(s) to any goods upon Delivery.
2. **Acknowledgment(s)/Warranties**: Customer acknowledges/agrees that:
 - (a) Despite Palmetto Aero's utilization of and expertise with applicable scientific methods for manufacturing, treating and/or processing, imperfections relative to goods do or may exist. The goods will substantially conform, ("Conformance"), to applicable industry standards.
 - (b) Before Customer accepts Delivery of the goods, Customer will have the full and reasonable opportunity to inspect/test the goods, ("Inspection"), to reasonably determine the Conformance thereof and any other issues material thereto (i.e. defective treatment/processing, physical defects, deformity, etc.). After Customer's Inspection (or Customer's failure to inspect or waiver of Inspection) and/or if Customer takes Delivery of the goods, Palmetto Aero shall not thereafter have any duty, liability and/or obligation whatsoever to Customer and/or Customer's successor(s)/assign(s), ("Liability"), as to the goods except as otherwise expressly provided under the Controlling Terms and Customer will have conclusively waived the same. Time is of the essence.
 - (c) Any Liability of Palmetto Aero shall in any event cease after Customer has further processed, assembled and/or undertaken any other work, manufacturing or processing relative to any goods and/or substantially/materially changed or altered the condition thereof.

- (d) Where applicable, Customer is solely responsible for furnishing to Palmetto Aero complete and accurate print(s) and/or specifications as to the goods, (collectively the "Plans"). Customer warrants/represents to Palmetto Aero that the Plans will not violate, ("Violation"), any intellectual property rights of any person(s)/entity thereto (i.e. patents, copyrights or the like). Customer will hold Palmetto Aero harmless from any such Violation and indemnify Palmetto Aero as to/upon any damages that Palmetto Aero incurs or may incur resulting from or relating to any Violation; including, without limitation, reasonable attorney's and/or expert's fees and court costs.
 - (e) Palmetto Aero will make reasonable efforts to meet the delivery date(s), but will not be liable to Customer for Palmetto Aero's failure to meet such delivery date(s) or for any delay(s) resulting in whole or in part from any cause(s) beyond Palmetto Aero's control; including, without limitation, Acts of God, fires, floods, labor strikes/stoppage, catastrophes, work conditions, material or transportation shortages, embargoes, defaults/delays by suppliers/vendors, act(s)/omission(s) of Customer or for other cause(s) rendering Palmetto Aero's Delivery of the goods untimely, difficult and/or not possible.
- 3. Collection: If Customer defaults upon or breaches any of the Purchase Terms and/or Controlling Terms, ("Default(s)"), Palmetto Aero may: (a) retain Customer's deposit (if applicable) and pursue any and all legal/equitable remedies available to Palmetto Aero under applicable law; and, (b) recover from Customer any and all costs/expenses which Palmetto Aero incurs relating to or resulting from the Default(s); including, without limitation, reasonable legal and expert's fees and court costs.
- 4. Indemnification: Customer shall indemnify Palmetto Aero and hold Palmetto Aero harmless from and against any and all claims, causes of action, liabilities and/or expenses; including, without limitation, reasonable attorney's fees and expert's fees, which Palmetto Aero incurs or may incur relating in any manner whatsoever to Customer's: (1) Default(s); (2) use, distribution and/or possession of the goods; and/or, (3) intentional, reckless and/or negligent acts and/or omissions (including and whether those of Customer and/or those of Customer's successor(s)/assign(s), employee(s), agent(s) and/or end-user(s)).
- 5. Default(s)/Cancellation: Palmetto Aero may cancel the Order upon written notice to Customer upon any Default(s) and/or if Customer becomes bankrupt, is insolvent or makes any assignment(s) to or benefiting Customer's creditor(s).
- 6. Order of Precedence: The Controlling Terms take precedence over any other additional, different or ambiguous Purchase Terms, order(s)/form(s), communication(s), terms and conditions of Customer, whether written or verbal, ("Other Terms"), as to the goods and constitute the entire understanding between Palmetto Aero and Customer relating thereto. The acceptance of any Order is subject and limited to the Controlling Terms. When Customer accepts the Order, Customer will be irrevocably deemed to have assented to and accepted the Controlling Terms. Any such Other Terms of any type/manner shall not be effective or binding

upon Palmetto Aero unless Palmetto Aero consents thereto in writing through Palmetto Aero's duly authorized representative. Palmetto Aero's Delivery of the goods to Customer shall not be deemed or construed to be Palmetto Aero's acceptance of any Other Terms.

7. Governing Law: The Order(s) shall be governed by and construed in accordance with South Carolina law in all respects. Palmetto Aero and/or Customer shall bring and/or initiate any claims, disputes, causes of action and/or other legal proceedings relating in any manner whatsoever to the Order and/or the goods, ("Claim(s)") in the Colleton County, South Carolina Common Pleas Court, which Court will have the sole and exclusive jurisdiction and venue as to any/all Claim(s).
8. Waiver of Jury Trial: Customer and Palmetto Aero waive any and all rights/entitlements to a jury trial upon and/or relating to any Claims.
9. Severability: If any Controlling Term(s) is/are held by a court of competent jurisdiction to be invalid, void or unenforceable, all other Controlling Terms shall remain in full force and effect and shall not be affected, impaired or otherwise invalidated.
10. Non-Waiver: Palmetto Aero's waiver of and/or acquiescence as to any Default(s) or Palmetto Aero's failure to insist upon Customer's strict performance of any of the Purchase Terms and/or the Controlling Terms shall not constitute Palmetto Aero's waiver of Customer's subsequent and/or other Default(s) or failure(s).
11. **DISCLAIMER: PALMETTO AERO MAKES NO EXPRESS WARRANTY WHATSOEVER RELATING TO THE GOODS. PALMETTO AERO MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY OF THE GOODS. PALMETTO AERO IS SELLING, PROVIDING AND/OR DELIVERING THE GOODS TO CUSTOMER "AS IS" AND NOT SUBJECT TO ANY IMPLIED WARRANTY.**
12. **EXCLUSIVE REMEDIES: PALMETTO AERO SHALL NOT BE LIABLE TO CUSTOMER AND/OR ANY SUCCESSOR AND/OR ASSIGN OF CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING IN ANY MANNER WHATSOEVER TO THE GOODS WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. CUSTOMER'S EXCLUSIVE REMEDY RELATING TO THE GOODS SHALL BE LIMITED SOLELY TO EITHER PALMETTO AERO'S REFUND OF THE PURCHASE PRICE APPLICABLE TO THE DEFECTIVE AND/OR NON-CONFORMING GOODS (UPON CUSTOMER'S RETURN THEREOF TO PALMETTO AERO AT CUSTOMER'S EXPENSE) OR PALMETTO AERO'S REPAIR, CURE, CORRECTION AND/OR REPLACEMENT OF ANY OF THE GOODS WHICH ARE DEFECTIVE AND/OR NON-CONFORMING.**
13. Liquidated Damages: If and/or upon Palmetto Aero's default/breach upon the Order and notwithstanding any Purchase Terms and/or Controlling Terms to the contrary,

Customer's sole and exclusive remedy against Palmetto Aero is and shall be limited to and shall not exceed the price of the goods as and for liquidated damages. Palmetto Aero will not otherwise be liable/responsible to Customer for any other costs, expenses and/or damages; including, without limitation, any legal/expert's fees, court costs, lost business and/or profits and/or any other incidental or consequential damages.

14. Successor(s)/Assign(s): The Controlling Terms are wholly binding upon, benefit and/or apply to the successor(s)/assigns of Palmetto Aero and Customer.