



**CORE AVIONICS & INDUSTRIAL INC.
TERMS AND CONDITIONS OF SALE**

1. Terms and Conditions of Sale. Unless otherwise specifically agreed in writing the "Company" (defined below) undertakes services in accordance with these Terms and Conditions of Sale ("Terms and Conditions") and accordingly all offers or tenders of service are subject to these Terms and Conditions. All resulting contracts, agreements or other arrangements will be governed by these Terms and Conditions, unless superseded therein, and except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of these Terms and Conditions and in such case such local law shall prevail wherever, but only to the extent that it is at variance with these Terms and Conditions. Additional or differing terms and conditions proposed by Purchaser are expressly rejected and have no effect unless accepted in writing by Company.

2. Definitions. (a) "Company" means CORE AVIONICS & INDUSTRIAL INC., its subsidiaries, successors or assigns, related companies, agents and/or representatives; (b) "Purchaser" means the person or entity to which Company is selling, as well as its agents and representatives. Purchaser shall provide notice and copy(s) of these Terms and Conditions to all its agents and representatives; (c) "Product" means the goods purchased by Purchaser; (d) "Third Parties" includes, but is not limited to, the following: suppliers and carriers, forwarders, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling, delivery, storage or otherwise; (e) "Manufacturer" means the entity identified as that in any purchase agreement or other agreement; (f) "Confidential Information" means (i) all information relating in any manner to a party (the "Disclosing Party") or its business (including, but not limited to, financial statements, budgets and projections, customer identities, potential customers, employees, suppliers, servicing methods, equipment, programs, strategies, analyses, profit margins, and other proprietary information), however documented, that has been or may later be (1) provided or shown to the other party (the "Receiving Party"), including its directors, officers and employees, by or on behalf of the Disclosing Party, including its directors, officers and employees; or (2) obtained from review of documents or property of, or communications with, the Disclosing Party, including its directors, officers and employees, by the Receiving Party, including its directors, officers and employees; and (ii) any and all notes, analyses, compilations, studies, summaries, and other material, however documented, containing or based, in whole or in part, on any information included in subsection (a) (collectively, the "Derivative Materials"). Despite the definition of "Confidential Information" set above, "Confidential Information" excludes information that the Receiving Party demonstrates: (i) was or becomes generally publicly available, other than as a result of a disclosure by the Receiving Party, including its directors, officers and employees, in violation of this Agreement; (ii) is in the lawful possession of the Receiving Party, including

its directors, officers and employees, prior to its disclosure by or on behalf of the Disclosing Party, including its directors, officers and employees; or (c) was or becomes available to the Receiving Party, including its directors, officers and employees, on a non-confidential basis prior to its disclosure by or on behalf of the Disclosing Party, including its directors, officers and employees, from a third party that to the Receiving Party's knowledge after due inquiry is not bound by a similar duty of confidentiality, contractual, legal, fiduciary or other; (g) "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (i) The act or event prevents a party (the "Nonperforming Party"), in whole or in part, from (1) performing its obligations under this Agreement; or (2) satisfying any conditions to the other party's (the "Performing Party's") obligations under this Agreement; (ii) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party; and (iii) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds; (h) "Nonperforming Party" has the meaning assigned in the definition of Force Majeure Event; and (i) "Performing Party" has the meaning assigned in the definition of Force Majeure Event.

3. Basis of Purchase. The purchase agreement or other agreement to which these Terms and Conditions apply is an offer by Purchaser to purchase Products or acquire services or both subject to these Terms and Conditions. All purchase agreements placed by Purchaser with Company are subject to acceptance by Company. All purchase agreements or other agreements identified by Company as non-standard or "NCNR" are non-cancelable, non-reschedulable, non-changeable, and non-returnable. Purchaser shall not cancel, change or reschedule purchase agreements for standard Products without Company's written consent. Purchaser shall include in a purchase agreement the price of Products and services, delivery dates, quantities and complete descriptions of Products and services being purchased. The price of Products and services in the purchase agreement or other agreement is to be exclusive of transportation and insurance costs, duties and all taxes, including, but not limited to, federal, state and local sales, excise, value added, good and services taxes and any other taxes. Purchaser shall pay these taxes unless Purchaser has provided Company with an exemption resale certificate in the appropriate form for the jurisdiction of Purchaser's place of business and any jurisdiction to which Products are to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Purchaser shall indemnify and hold Company harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, Company shall list transportation and taxes separately on Company's invoice.

4. Delivery. Company shall not deliver or transfer any Product prior to receipt by Company of complete written instructions from Purchaser. Company shall ship Product Ex Works Incoterms 2010 Company's facility or place of origin. Subject to Company's right of stoppage in transit, Company's delivery of Products to the carrier or to a Company facility or Third Party facility for storage is to constitute delivery to Purchaser with risk of loss and title thereupon passing to Purchaser. Company shall select the carrier and delivery route unless specified by Purchaser. Purchaser acknowledges that delivery dates provided by Company are estimates only and that Company is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Company, nor is the carrier an agent of Company. In the event of delay caused by that event, the date of the delivery will be extended for a period of

time equal to the time lost as a consequence of the delay in delivery without subjecting Company to any liability or penalty. Company's delivery of a quantity which varies from the quantity specified will not relieve Purchaser of the obligation to accept delivery and pay for Products delivered. Delay in delivery of one installment will not entitle Purchaser to cancel other installments. Company may refuse or delay any shipment if Purchaser fails to satisfy or fulfill any contractual obligations to Company, whether pursuant to these Terms and Conditions or any agreement between Company and Purchaser.

5. Payment. Purchaser shall pay the total invoice amount, without offset or deduction, no later than 30 days from the invoice date or as otherwise approved in writing by Company. On any past due invoice, Company may charge interest from the payment due date at the rate of 18% per annum plus reasonable attorney fees and costs, or the maximum amount allowed under applicable law if the interest rate specified herein is found to be invalid.

6. Quotations Not Binding. Quotations given by Company to Purchaser are for informational purposes only and are subject to change without notice.

7. Declaring Higher Value to Third Parties. Third Parties to whom the Products are entrusted may limit liability for loss or damage; Company is not required to request excess valuation coverage unless specific written instructions are given to Company from Purchaser. Purchaser shall pay any charges for excess valuation coverage. In the absence of written instructions or the refusal of the Third Party to agree to a higher declared value, Company may tender the Products to the Third Party, subject to the terms of the Third Party's limitations of liability or terms and conditions of service or both.

8. Insurance. Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Purchasers seeking a guarantee against loss or damage should obtain appropriate insurance. If Company holds Products in storage, or elsewhere, Company will not insure the Products unless Company receives specific written instructions from Purchaser and Company confirms in writing.

9. Third Party Storage and Services. (a) Purchaser acknowledges that Company may enter into an agreement ("Third Party Contract") with a Third Party for the storage or servicing of Product. Company shall not store Product purchased by Purchaser at a Third Party storage facility unless Purchaser has provided written authorization; (b) Company represents that the storage facilities referred to in a Third Party Contract will comply with or exceed Manufacturer's recommendations for long-term storage of Products. Company is not liable for any costs, losses, damages, expenses or other liabilities arising out of the failure to comply with any specifications agreed upon by Company and Purchaser to the extent that failure is caused by Third Party's breach of the Third Party Contract. (c) Company may engage Third Parties to provide services related to Products. Company shall advise Purchaser as soon as reasonably practicable after Company engages a Third Party and shall, at the request of Purchaser, provide Purchaser with details of the service levels to be provided by that Third Party. Company is not liable for any costs, losses, damages, expenses or other liabilities arising out of the failure of Products to comply with specifications to the extent that the failure is caused by a Third Party breach of the provisions of the relevant contract.

10. Limited Warranty. (a) Subject to section 10(b) and section 11 (“Limited Liability”), Company represents that it has title to Products and that Products generally conform to the description in the purchase agreement or other agreement. Product descriptions consist of a part number and Manufacturer. “Part number” means the generic part number or the original Manufacturer’s part number of Product when so identified. “Manufacturer” in this section means the original Manufacturer of Product when so identified. Products sold under these Terms and Conditions are sold “as is” and “with all faults”. Except as otherwise expressly provided herein, Company makes no warranty of any kind, either express or implied, as to the merchantability, fitness for a particular purpose, design and condition, quality, capacity, suitability, construction, performance, or any other matter with respect to Products. Purchaser acknowledges that Company is acting solely as a third party distributor of Products and that the licensor or Manufacturer of Products is solely liable to Purchaser and third parties for all liability, claims, damages, obligations, and costs and expenses related to Products sold by Company. Purchaser shall look solely to Manufacturer for compliance with Manufacturer’s warranty, if any, and for any maintenance, support or repair of Products. Any warranty delivered to Company by Manufacturer or other vendor of Products will be assigned to Purchaser to the extent such assignment is permitted by the terms thereof. Company makes no representation, covenant, or warranty with respect to the extent or enforceability of Manufacturer’s warranty, if any. No repair or replacement of Products by Company or Manufacturer will extend the warranty period, if any, of Manufacturer. Company neither assumes nor authorizes Purchaser or any other person to assume on behalf of Company, any other liabilities in connection with the use, sale or resale of Products; (b) Company warrants: 1) for ninety (90) days after delivery of Products to Purchaser, value-added work, if any, performed by Company on Products will conform to the process specifications; and 2) for ninety (90) days after performance of services by Company the services will conform to the process specifications. Purchaser is to be deemed the manufacturer of those value-added Products in this section 10(b).

11. Limited Liability. (a) Subject to section 12 (“Defects”), all claims of Purchaser against Company for any cause (whether based in contract, negligence, strict liability, other tort, indemnification, or otherwise) are waived by Purchaser unless made in writing and received by Company no later than ninety (90) days after Purchaser’s receipt of Products or performance of services upon which those claims are made, or if the claims are for non-delivery of those Products, no later than thirty (30) days after Products are scheduled for delivery. Failure of Company to receive written notice of any claim within the applicable time period is a waiver of those claims by Purchaser irrespective of whether the facts giving rise to such claim have then been discovered; (b) Purchaser’s exclusive remedy against Company is for damages as limited in these Terms and Conditions. Company’s liability for losses and damages arising out of any claim (whether based on breach of warranty, breach of contract, negligence, strict liability, or any other theory) is not to exceed the purchase price of Products or services upon which that claim is based, and in no event shall exceed USD10,000. Company is not liable to Purchaser or any third party for any other damages, whether those damages be direct, indirect, special, incidental, consequential, or punitive, including loss of profits, business losses, business interruption, removal or reinstallation costs or both, procurement costs, loss of data, promotional or manufacturing expenses, overhead, injury to reputation, damage to property, personal injury, death, or any liability of Purchaser to its purchasers or Third Parties arising out of, or relating to, the sale to, and use by, Purchaser or a third party purchaser from Purchaser. Purchaser is liable for all personal injury, death and property damage connected

with the handling, transportation, possession, processing, repackaging, further manufacturing, or other use or resale of Product, whether Product is used alone or in combination with any other material. To the extent the preceding limitation of liability is invalid under applicable law, Company's total liability is not to exceed USD20,000 or the equivalent thereof; (c) Products sold by Company are not authorized to be used in life support equipment or for applications in which the failure or malfunction of Products would create a situation in which personal injury or death could result. Any such use or resale of sold by Company is at the sole risk of Purchaser, and Purchaser shall indemnify and defend Company against, and hold Company harmless from, all claims, suits, causes of action, damages, costs and expenses, including, but not limited to, attorneys' fees and costs relating to any lawsuit or threatened lawsuit, arising out of such use or resale; (d) Purchaser is responsible for the installation and operation of Products, including the obtaining of all permits, licenses, or certificates required for the installation or use of Products.

12. Defects. (a) Company may, at its option, and if possible, repair or replace defective Product which, under proper use, becomes known to Purchaser no later than ninety (90) days after Products have been delivered to Purchaser, provided that: (i) Purchaser notifies Company in writing of the claimed defects immediately on their appearance; (ii) Company is satisfied that the defects arise solely from Company's storage and handling of Products or a breach of a Company warranty; and (iii) Products claimed by Purchaser to be defective are returned to Company at the expense of Purchaser. Company shall deliver the repaired or replacement Products to Purchaser at the original place of delivery, but otherwise subject to the provisions of any agreement; (b) As an alternative to (a) above, Company may, at its option, return the price to Purchaser if Purchaser has already paid the price when Purchaser notified Company of the claimed defect. The remedies provided in this section are without prejudice to any other remedies available, including those in these Terms and Conditions and any applicable purchase agreement or other agreement.

13. Due Diligence. All purchase agreements or other agreements are subject to financial due diligence to be completed by Company prior to final approval of the purchase agreement or other agreement. Company may require financial security from Purchaser in the form of a letter of credit or bill of exchange to complete the purchase. Purchaser shall cooperate with all reasonable due diligence requests of Company, including requests for financial documentation.

14. Continuing Obligations. Purchaser shall notify Company in writing of any material change in the financial circumstances of Purchaser which may adversely affect Purchaser's ability to perform. Based upon a material change in the financial circumstances of Purchaser which adversely affects Purchaser's ability to perform, Company may require, and Purchaser shall then provide, further financial security acceptable to Company. In addition, upon request by Company, Purchaser shall provide Company with proof of insurance acceptable to Company relative to the storage and shipment of Products, if applicable.

15. Proprietary Rights. (a) Purchaser acknowledges that Manufacturer (and its licensors) retain all Proprietary Rights (as defined below) in Products, and any related software, documentation and trademarks (collectively the "Intellectual Property"). "Proprietary Rights" means all right, title and interest to the intellectual property contained in the Intellectual Property including any and all patent rights, patent applications, rights to apply for patents,

copyrights, copyright registrations, trade secrets, trademarks, service marks, trademark and service mark registrations and all related goodwill. Purchaser acknowledges that the purchase of any Products does not grant or convey to Purchaser any right or license in any of the Intellectual Property other than as expressly provided for in these Terms and Conditions or any applicable purchase agreement or other agreement; (b) Purchaser shall not remove, alter, modify or obscure any trade mark, logo or similar mark or any notices (including, without limitation, copyright notices, patent registration numbers and trade mark notices) on or in the Intellectual Property. (c) During the term of any purchase agreement or other agreement and after its termination, Purchaser shall not, directly or indirectly: (i) dispute or contest, for any reason, Manufacturer's ownership of any Proprietary Rights embodied in, related to or derivable from the Intellectual Property, or the validity or enforceability of any such Proprietary Rights; (ii) oppose or interfere with any application for registration of any Proprietary Rights embodied in, related to or derivable from the Intellectual Property; (iii) interfere with the manufacture, use or sale of Products or any future version thereof, by Manufacturer or any of its licensees, successors or assigns; or (iv) counsel, procure or assist anyone else to do any of the foregoing.

16. Confidentiality.

(a) **Obligation to Maintain Confidentiality.** During and after the applicability of these Terms and Conditions and any purchase agreement or other agreement to which they apply, the Receiving Party, including its directors, officers and employees, shall keep the Confidential Information confidential. Without limiting the effect of the previous sentence, the Receiving Party, including its directors, officers and employees, shall not: (i) disclose any of the Confidential Information to any person except (1) with the prior written consent of the Disclosing Party; or (2) as otherwise expressly permitted by these Terms and Conditions and any purchase agreement or other agreement to which they apply; or (ii) use any of the Confidential Information in any way detrimental to the Disclosing Party, it being acknowledged by the Receiving Party that any use other than in connection with the licenses granted herein (the "Permitted Use") is detrimental.

(b) **Unauthorized Use.** The Receiving Party shall give prompt written notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and shall assist the Disclosing Party in remedying each unauthorized use or disclosure. Any assistance does not waive any breach of this section by the Receiving Party, nor does acceptance of the assistance constitute a waiver of any breach of this section.

(c) **Permitted Disclosees.** The Receiving Party may disclose Confidential Information to only those of its directors, officers and employees who: (i) require the Confidential Information for the Permitted Use (but to the extent practicable, only the part that is required); (ii) are informed in writing by the Receiving Party of the confidential nature of the Confidential Material; and (iii) agree in writing to be bound by the obligations of this section.

(d) **Return of Confidential Information.** The Receiving Party shall return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of these Terms and Conditions and any purchase agreement or other agreement

to which they apply, whichever comes first, except that the Receiving Party shall be permitted to retain normal security (backup) copies of the Confidential Information where such copies are made as part of the Receiving Party's normal system management procedures and include other Receiving Party and third party data. At the Disclosing Party's request, the Receiving Party shall certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this section.

(e) Compelled Disclosure.

(i) Notification, Consultation, and Protective Orders. If the Receiving Party, including its directors, officers and employees, (a "Compelled Representative") is requested, becomes legally compelled or is required, in any case by a court or governmental body, to make any disclosure of Confidential Information, the Receiving Party shall: (1) promptly (but in any event no later than two days after the Receiving Party becomes aware that it is required to make such disclosure) notify the Disclosing Party in writing; (2) consult with and assist the Disclosing Party at the Disclosing Party's expense in obtaining an injunction or other appropriate remedy to prevent such disclosure; and (3) use its best efforts to obtain at the Disclosing Party's expense a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information that is disclosed.

(ii) Right to Disclose. Subject to the provisions of this section, the Receiving Party or the Compelled Representative may furnish that portion and only that portion of the Confidential Information that, in the written opinion of its counsel in form and substance reasonable acceptable to the Disclosing Party, the Receiving Party or the Compelled Representative is legally compelled or otherwise required to disclose or else stand liable for contempt or suffer other material penalty.

(f) Injunctive Relief. The Receiving Party acknowledges and agrees that because (i) an award of money damages is inadequate for any breach of these Terms and Conditions and any purchase agreement or other agreement to which they apply by the Receiving Party, including its directors, officers and employees, and (ii) any breach causes the Disclosing Party irreparable harm, if there is a breach or threatened breach of this section by the Receiving Party, including its directors, officers and employees, the Disclosing Party is entitled to equitable relief, including injunctive relief and specific performance, without the posting of a bond or other security and, without proof of actual damages.

(g) Indemnity. The Receiving Party shall indemnify and defend the Disclosing Party, including its directors, officers and employees, against all damages, losses, costs, liabilities, and expenses (including reasonable legal fees and the cost of enforcing this indemnity), arising out of or relating to any unauthorized use or threatened use or disclosure or threatened disclosure by the Receiving Party, including its directors, officers and employees, of the Confidential Information or any other violation of this section.

(h) Confidentiality of these Terms and Conditions and any purchase agreement or other agreement to which they apply. The parties shall not disclose any terms of these Terms and Conditions and any purchase agreement or other agreement to which they apply to anyone

other than its Affiliates, attorneys, accountants, and other professional advisors under a duty of confidentiality except (i) as required by law, (ii) pursuant to a mutually agreeable press release, or (iii) in connection with a proposed merger, financing, or sale of such party's business (provided that any third party to whom the terms of these Terms and Conditions and any purchase agreement or other agreement to which they apply are to be disclosed signs a confidentiality agreement reasonably satisfactory to the other party to these Terms and Conditions and any purchase agreement or other agreement to which they apply).

17. Indemnification. Purchaser will indemnify, defend and hold Manufacturer and Company, including their respective partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, harmless from any claim, demand, cause of action, debt or liability (including reasonable legal fees, expenses and court costs) arising from: (a) any third party claim related to or that arises in connection with Purchaser's use and/or sale of Products, including any claims relating to the infringement of third party intellectual property rights, except to the extent any such claim is based solely upon Products in their unmodified form as provided by Manufacturer; (b) Purchaser's modifications of and/or additions to any Intellectual Property; (c) Purchaser's breach of this Agreement, (d) omissions, misrepresentations, or negligence by Purchaser or its representatives, and (e) sale of Products by Purchaser to a third party to the extent such claim is based on: (i) Purchaser's modifications of and/or additions to any Products, misuse or abuse of Products, negligence or breach of any provision in any purchase agreement or other agreement; (ii) Purchaser's failure to abide by all applicable laws, rules, regulations and orders that affect Products; (iii) Purchaser's omission, misrepresentation, or negligence, or (iv) Purchaser's or its end-users' actions causing harm to any person or property.

18. General Lien and Right to Sell Purchaser's Property. (a) Company has a general and continuing lien on all Product stored by Company or Third Party, or coming into Company's actual or constructive possession or control, for money owed to Company with regard to the storage or shipment on which the lien is claimed or a prior shipment(s) or both; (b) Company shall provide written notice to Purchaser of its intent to exercise this lien, the exact amount of money due and owing, as well as any on-going storage or other charges; Purchaser shall notify all parties having an interest in its shipment(s) of Company's rights and the exercise of such lien; (c) Unless, no later than thirty (30) days of receiving notice of lien, Purchaser posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the money owed, plus all storage charges accrued or to be accrued, Company has the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Purchaser.

19. Technical Assistance, Advice and Data. Any technical assistance or advice offered by Company in regard to the use of any Product or provided in connection with Purchaser's purchases is given free of charge and only as an accommodation to Purchaser. Company shall have no obligation to provide any technical assistance or advice to Purchaser and if any such assistance or advice is provided, such fact will not obligate Company to provide any further or additional assistance or advice. Company shall not be held liable for the content or Purchaser's use of such technical assistance or advice nor shall any statement made by any of Company's representatives in connection with Products constitute a representation or warranty, express or implied. Purchaser shall not use, duplicate, or disclose any technical data delivered or

disclosed by Company to Purchaser for any purpose other than for installation, operation or maintenance of Products purchased by Purchaser from Company.

20. Force Majeure.

- (a) Suspension of Performance. If a Force Majeure Event occurs, the Nonperforming Party is excused from: (i) whatever performance is prevented by the Force Majeure Event to the extent prevented; and (ii) satisfying whatever conditions precedent to the Performing Party's obligations that cannot be satisfied. Despite the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Nonperforming Party to make any payment required under these Terms and Conditions, or any purchase agreement or other agreement to which they apply
- (b) Resumption of Performance. When the Nonperforming Party is able to: (i) resume performance of its obligations under these Terms and Conditions, or any purchase agreement or other agreement to which they apply, or (ii) satisfy the conditions precedent to the Performing Party's obligations, it shall immediately give the Performing Party written notice to that effect and shall resume performance under these Terms and Conditions, or any purchase agreement or other agreement to which they apply no later than two working days after the notice is delivered.
- (c) Exclusive Remedy. The relief offered by this Force Majeure provision is the exclusive remedy Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of that party.

21. Export/Import. Products sold by Company, as well as related technology and documentation, may be subject to export control laws, regulations and orders of the United States, the European Union, or other countries. Purchaser shall comply with such laws and obtain any license, permit, or authorization required to transfer, sell, export, re-export, or import Products and related technology and documentation.

22. Amendments. Company and Purchaser may not amend these Terms and Conditions, or any purchase agreement or other agreement to which they apply, except by written agreement of Company and Purchaser.

23. Announcements. Neither Company or Purchaser shall issue any press release or many any announcement with respect to these Terms and Conditions or any purchase agreement or other agreement to which they apply, without the prior written consent of the other party. That party shall not unreasonably withhold or delay its consent.

24. Successors and Assigns. These Terms and Conditions, and any purchase agreement or other agreement to which they apply, bind and benefit Company and Purchaser and their respective permitted successors and assigns.

25. Third Party Beneficiaries. These Terms and Conditions, and any purchase agreement or other agreement to which they apply, do not and are not intended to confer any rights or remedies upon any person or entity other than Company and Purchaser.

26. Further Assurances. Company and Purchaser and their officers and directors shall use all commercially reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions these Terms and Conditions, and any purchase agreement or other agreement to which they apply, contemplate. After the date of these Terms and Conditions, and any purchase agreement or other agreement to which they apply, Company and Purchaser and their officers and directors shall use all commercially reasonable efforts to take, or cause to be taken, all further actions necessary or desirable to carry out the purposes of these Terms and Conditions, and any purchase agreement or other agreement to which they apply.

27. Assignment. Purchaser may not assign these Terms and Conditions or any purchase agreement or other agreement to which they apply or any of their rights and obligations under these Terms and Conditions or any purchase agreement or other agreement to which they apply without the prior written consent of Company. Any attempt to assign these Terms and Conditions or any purchase agreement or other agreement to which they apply other than in accordance with this provision shall be null and void.

28. Merger. These Terms and Conditions, and any purchase agreement or other agreement to which they apply, constitute the final agreement between the Company and Purchaser. It is the complete and exclusive expression of Company' and Purchasers' agreement on the matters contained in These Terms and Conditions, and any purchase agreement or other agreement to which they apply. All prior and contemporaneous negotiations and agreements between Company and Purchaser on the matters contained in these Terms and Conditions, and any purchase agreement or other agreement to which they apply are expressly merged into and superseded by these Terms and Conditions, and any purchase agreement or other agreement to which they apply. The provisions of these Terms and Conditions, and any purchase agreement or other agreement to which they apply, may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into these Terms and Conditions, and any purchase agreement or other agreement to which they apply, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in these Terms and Conditions, and any purchase agreement or other agreement to which they apply. There are no conditions precedent to the effectiveness of these Terms and Conditions, and any purchase agreement or other agreement to which they apply, other than those expressly stated in these Terms and Conditions, and any purchase agreement or other agreement to which they apply.

29. Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

30. Agency, Partnership, etc. These Terms and Conditions, and any purchase agreement or other agreement to which they apply, do not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for.

31. Severability. If any provision of these Terms and Conditions, or any purchase agreement or other agreement to which they apply, is determined to be invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions, or any purchase agreement or other agreement to which they apply, remain in full force, if the essential terms and conditions of these Terms and Conditions, or any purchase agreement or other agreement to which they apply, for each party remain valid, binding, and enforceable.

32. Notices.

(a) Requirement of a Writing; Permitted Methods of Delivery. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to these Terms and Conditions, and any purchase agreement or other agreement to which they apply shall: (i) give the Notice in writing (ii) cause the Notice to be signed; and (iii) use one of the following methods of delivery, each of which for purposes of these Terms and Conditions, and any purchase agreement or other agreement to which they apply is a writing:

- (1) Personal delivery.
- (2) Registered or Certified Mail, in each case, return receipt requested and postage prepaid.
- (3) Nationally / Internationally recognized overnight courier, with all fees prepaid.
- (4) E-mail.

(b) Addressees and Addresses. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below or to another Addressee or at another address as designated by a party in a Notice pursuant to this section.

Company: Core Avionics & Industrial Inc.
400 North Tampa Street, Suite 2850
Tampa, FL 33602
Attention: Laurence E. Pappas
Telephone No.: (for verification purposes only)
(813) 388-4143
E-mail: larry.pappas@ch1group.com

Purchaser: Purchaser Name
Mailing Address
Courier Address (if different)
Attention:
Telephone No. (for verification purposes only):

E-mail:

(c) Effectiveness of a Notice. Except as provided elsewhere in these Terms and Conditions, or any purchase agreement or other agreement to which they apply, a Notice is effective only if the party giving the Notice has complied with subsections 32(a) and 32(b) and if the Addressee has received the Notice. A Notice is deemed to have been received as follows:

- (i) Personal Delivery, Mail, and Courier. If a Notice is delivered in person, or sent by Registered or Certified Mail or nationally or internationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (ii) E-mail. If a Notice is sent by e-mail, upon proof that the e-mail was sent.
- (iii) Refusal to Accept Notice. If the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal or inability to deliver the Notice.
- (iv) Exceptions. Despite the other clauses of this subsection, if any Notice is received after 5:00 p.m. (1) on a Business Day where the Addressee is located; or (2) on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00a.m. on the next Business Day where the Addressee is located.

33. Applicable Law; Jurisdiction.

(a) Choice of Law. The laws of the State of Florida (without giving effect to its conflict of laws principles) govern all disputes, claims, controversies, and disagreements relating to or arising out of these Terms and Conditions or any purchase agreement or other agreement to which they apply and all of the transactions they contemplate, including their validity, interpretation, construction, performance, and enforcement.

(b) Designation of Forum. All disputes, claims controversies, and disagreements relating to or arising out of these Terms and Conditions or any purchase agreement or other agreement to which they apply, or the subject matter of these Terms and Conditions or any purchase agreement or other agreement to which they apply are subject to the exclusive jurisdiction of the United States District Court for the Middle District of Florida sitting in Tampa and any court of the State of Florida sitting in Tampa and its appellate courts, and no others.

(c) Submission to Jurisdiction. Each party to these Terms and Conditions or any purchase agreement or other agreement to which they apply submits to the exclusive jurisdiction of the United States District Court for the Middle District of Florida sitting in Tampa and any court of

the State of Florida sitting in Tampa and its appellate courts, and no others, for the purposes of all disputes, claims, controversies, and disagreements relating to or arising out of these Terms and Conditions or any purchase agreement or other agreement to which they apply.

(d) **Waiver of Forum Non Conveniens.** Each party irrevocably waives any right to invoke, and agrees not to invoke, and claim of forum non conveniens, inconvenient forum, or transfer or change of venue.

(e) **Consent to Service of Process.** Purchaser irrevocably consents to the service of process by mailing a copy of the process to Purchaser to the address listed in section 32 or by personal service within or without the State of Florida. Nothing set forth in this section affects the right to serve process in any other manner permitted by law.

(f) **Exclusions to Law, Forum, and Jurisdiction Restrictions.** Nothing in these Terms and Conditions or any purchase agreement or other agreement to which they apply prevents a party from applying to a court that would otherwise have jurisdiction for provisional or interim measures, including any claim for preliminary injunction relief. Further, a party may bring a claim alleging non-payment of fees in a court that would otherwise have jurisdiction.

(g) The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms and Conditions or any purchase agreement or other agreement to which they apply.

34. **Component Resale.** Unless Purchaser is an authorized reseller of Company, Purchaser shall not sell Products in component form. Purchaser may only sell the component as part of a finished system.

35. **Captions.** The descriptive headings of the articles, sections, and subsections of these Terms and Conditions, and any purchase agreement or other agreement to which they apply are for convenience only, do not constitute a part of these Terms and Conditions, or any purchase agreement or other agreement to which they apply, and do not affect the construction or interpretation of these Terms and Conditions, or any purchase agreement or other agreement to which they apply.