

Avion Graphics, Inc. will heretofore be referenced for the entirety of these Terms and Conditions as Avion Graphics.

QUOTATION VALIDITY AND ACCEPTANCE

- Quotes are valid for 30 days or as otherwise noted in the quote. Freight costs are for reference only and might change after 30 days or if the shipping variables change before shipment.
- Changes to quotes will only be made after customer and seller agreement and approval.
- By the issuance of a Purchase Order, the Buyer assents completely and exclusively to the terms and conditions herein.

LEAD TIME TO SHIP

- The lead time to ship is subject to material availability and inventory levels, and the part(s) will ship accordingly from Avion Graphics or as stated on the order quotation.

MATERIALS

- The Order is conditional upon Avion Graphics' ability to obtain the necessary raw materials at an agreed-upon price, and all shipments under the Order are subject to Avion Graphics' ability to procure such materials. This includes any government regulations, orders, directives, and restrictions pertaining to the raw materials that may be in effect.

DELIVERY AND RISK OF LOSS

- All shipments under the Order are F.O.B. from Avion Graphics' Foothill Ranch manufacturing location and all risk of loss shall pass to Buyer at that time regardless of the method of shipment that may be elected by Buyer.
- Shipping will be added as a separate charge on the invoice submitted to Buyer.

DELAYS

- Avion Graphics will not be liable for any delay in the performance of its obligations under the Order, or for any damages suffered by Buyer due to such delay, if the delay is, directly or indirectly, caused by a fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of raw materials, or any other cause beyond Avion Graphics' control.

MINIMUM ORDER

- Avion Graphics requires a minimum quantity of five (5) pieces per Order.
- Avion Graphics reserves the right to charge the Buyer a manufacturing fee on orders which do not fulfill the minimum order requirements.

FREIGHT CHARGES

- Quoted freight charges are for dock-to-dock for domestic shipping, and dock to either ocean port or airport when shipping internationally and will be charged on your invoice. If additional services are required, please specify this when placing your order for a revised quote.
- If any special requirements are not stated at the time of quotation, the quote is invalid and additional charges will apply after shipment. Any related surcharges are passed through at cost. Failure to provide a valid address, contact name, or contact information that impedes delivery will result in additional charges.

PRICING

- Any and all sales quotations provided by Avion Graphics to Buyer shall automatically expire thirty (30) calendar days from the date issued and are subject to termination by Avion Graphics by notice to Buyer at any time.
- All applicable domestic sales taxes will be included on Avion Graphics' submitted invoice. If an exemption from a tax is claimed by the Buyer, supporting documents must be furnished to Avion Graphics prior to delivery.

TERMS OF PAYMENT

- All prices are in U.S. Dollars
- Domestic and Canada: ACH, major credit cards (not sent via email), other pre-payment, or depending on your credit application approval up to 30 Days Net of invoice date.
- International: Irrevocable Letter of Credit (L/C) confirmed on a U.S. bank with all charges to the Buyer account and payable at sight or as mutually agreed;
- A deposit may be required on large orders and/or for customers who do not yet have a verifiable payment history with Avion Graphics. This deposit may be up to 100% of the cost of the order.
- Avion Graphics will charge a late fee of 1.5% per month (18% annual) on all amounts that are past due.

DOCUMENT CONTROL STATEMENT

- Any and all export of the part(s) quoted herein is/are allowed only in accordance with the Export Administration Regulations (EAR). Any diversion contrary to U.S. Law is prohibited.

CANCELLATIONS AND/OR CHANGES.

- Orders canceled within 14 days of their shipment date may be charged a materials fee for parts which have begun production.
- Buyer may not cancel or change an Order without the prior written notification and acceptance of Avion Graphics.
- If Buyer desires to cancel or change an Order, Buyer must contact Avion Graphics and request a cancellation or change to the order. If Avion Graphics consents to Buyer's request for cancellation or change of the Order, Buyer shall pay to Avion Graphics the percentage of the total Order price which equals the percentage of the Order completed by Avion Graphics at the time of cancellation.

CLAIMS AND RETURN OF NONCONFORMING PART(S)

- Buyer shall inspect all parts upon tender and delivery by Avion Graphics and should any of the parts not conform to Buyer's requirements, Buyer must notify Avion Graphics within ten (10) days of Avion Graphics' tender and delivery of the parts describing the nature of the nonconformity.
- Return authorizations of qualified nonconforming parts are only allowed within 30 days of the ship date.
- No credit will be allowed on returned parts without Avion Graphics' pre-approval and permission.
- It is expressly agreed that the Buyer's sole and exclusive remedy for any claims arising under this agreement against Avion Graphics shall be limited to return of the goods and repayment of the purchase price, or replacement of the discrepant parts by Avion Graphics.
- Parts damaged as a result of shipping cannot be returned. Use care when returning items.
- Any damage as a result of the customer's improper handling or packaging will not be accepted for return.
- Before returning any parts, the Buyer shall contact an Avion Graphics Representative to obtain a Return Merchandise Authorization (RMA) Form.
- Buyer is liable for all the costs and expenses of return of the goods in cases that are due to Buyer order error.
- Please provide the following information when contacting Avion Graphics about your returned part(s):
 - Part number(s);
 - Drawing revision number/letter, if applicable;
 - Avion Graphics' Sales Order number;
 - Your Purchase Order number;
 - The name, phone number and email address of the person making the return;
 - Description of the problem with the part(s) and/or reason for return;
 - Current photographs of the part (if requested by Avion Graphics representative);
- **IMPORTANT:** Avion Graphics' Returned Merchandise Authorization form must be included with the return to avoid delays or refusal.

REMEDIES:

- Buyer acknowledges that Avion Graphics transacts business in the State of California and that if any dispute arises from a transaction, Buyer expressly waives any right to assert the jurisdiction of said matter in any other forum. Buyer waives the right to claim damages, fees, costs, or any combination thereof, which may be statutorily allowed by such other jurisdiction. All costs of collecting past due payments, including reasonable attorney's fees, shall be borne by the Buyer.
- In the event that Buyer is in default or otherwise breaches the Order or this Agreement, Avion Graphics shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Order price, as well as its costs of enforcing the Order, including, without limitation, its attorneys' fees.
- In the event that Avion Graphics is in default or otherwise breaches the Order, the liability of Avion Graphics to Buyer for such breach or default shall be limited to the replacement value of the parts under the Order which is the sole and exclusive remedy of Buyer for any such breach or default.

ENTIRE AGREEMENT

- This Agreement is intended by the parties as a final expression of the terms and conditions of the Order. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in writing and signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of this agreement.

WAIVER

- Avion Graphics shall not be deemed to have waived any rights under this Agreement or the Order unless such waiver is given in writing and signed by Avion Graphics. No delay or omission on the part of Avion Graphics in exercising any right shall operate as a waiver of such right or any other right.
- A waiver by Avion Graphics of a provision of this Agreement or the Order shall not prejudice or constitute a waiver of Avion Graphics' right otherwise to demand strict compliance with that provision or any other provision of this Agreement or the Order.
- Neither prior waiver by Avion Graphics nor any course of dealing between Buyer and Avion Graphics shall constitute a waiver of any of Avion Graphics' rights or of any of Buyer's obligations as to any future transactions.
- Whenever the consent of Avion Graphics is required under this Agreement or the Order, the granting of such consent by Avion Graphics in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Buyer.

LIMITATIONS ON DAMAGES

- Avion Graphics shall not be liable to Buyer for any lost profits or other economic loss of Buyer, or any direct, indirect, special, consequential, incidental or other similar damages arising out of any breach of this agreement by Avion Graphics.

INTEREST AND FEES

- In the event of any dispute arising out of the Order, this Agreement or the transaction described therein, in addition to an award of damages, Avion Graphics shall be entitled to recover:
 - pre-judgment interest on any amount awarded at a rate of 1 ½% per month;
 - all expenses of litigation, including without limitation all filing fees and court costs; and;
 - all attorneys' fees incurred regardless of whether such fees or expenses are incurred before or after the initiation of litigation.

GENERAL

- This agreement is deemed effective upon execution and delivery of the Buyer's purchase order and Seller's acceptance thereof.
- Every care is taken to give reliable part descriptions, but these are not guaranteed and prospective purchasers are advised to check relevant details, including the part number, dimensions, drawing revision, and all other details relevant to the Buyer's use of the manufactured part(s).
- Avion Graphics reserves the right to correct any stenographic error or incorrectly listed, printed or quoted descriptions.
- Any contrary clause contained in the customer purchase order shall not be considered as part of the conditions of sale.