



Air Cost Control

Worldwide Interconnect Product Support

GENERAL TERMS AND CONDITIONS OF SALE

AIR COST CONTROL

09/11/12

ARTICLE 1: SCOPE

These General Terms and Conditions of Sale («TCS») define the terms and conditions under which AIR COST CONTROL (hereinafter the «Seller») sells to its Customers (hereinafter the «Buyer»).

The term «Product» means all products sold by the Seller.

The contractual relationship between the Seller and the Buyer is governed by a Sales Contract (or “Agreement”) whose components are:

- The particular conditions specified in each offer by the Seller;
- These TSC;
- The acknowledgment of receipt (AR) of the order from the Seller.

In case of discrepancies or inconsistency between the elements of the Sales Contract, the order of precedence applicable shall be the same referred to in the list above.

These TSC include all Terms and Conditions and apply to all Purchase Orders (PO) placed by the Buyer and form an integral part of any product Sales Contract between the Seller and the Buyer. Accordingly, the placing of a Purchase Order implies full and unreserved compliance by the Buyer with these Conditions, to the exclusion of any other document issued by the Buyer. No special requirements from the Buyer intended to modify or replace these TSC shall prevail against these TSC without prior, formal and written consent of the Seller. Any contrary condition set by the Buyer will therefore be inapplicable to the Seller without express consent regardless of when it may have been brought to the Seller’s attention.

ARTICLE 2: QUOTATIONS – PURCHASE ORDER

The information available on our commercial documents and on our website www.aircostcontrol.com is given for informational purposes only and does not

constitute a formal offer; only the acceptance of a formal offer definitively commits the Seller.

The Seller's offers are made subject to product availability at the time the Purchase Order is received.

Unless explicitly stated otherwise, the validity of the Quotation is limited to one (1) month. The offers do not constitute the Seller's recommendations to the Buyer, which remains responsible for the choice of its products. Beyond this period, the Seller is entitled to refuse Purchase Orders relating thereto or to modify the conditions.

The products sold by the Seller are subject to evolve, specifications are subject to change at any time for any reason whatsoever. These changes may occur at any time, including after the Buyer's Purchase Order, whether these changes result from the application of standards, texts or regulations that are applicable to the products. In such a situation, the Seller shall inform the Buyer by any means.

Purchase Orders are placed in writing, by any means, including fax, letter, e-mail, and, following agreement between the parties, through the internet portal (Web EDI) or other electronic data interchange (EDI) system.

Purchase Orders received by the Seller shall become final only after written confirmation on the Seller's part by an acknowledgement of receipt (AR).

For orders placed by a Buyer on the e-commerce website of the Seller, if a product is sold at an incorrect price or the photos or information for the product definition are incorrect, the Seller shall retain the right to refuse or cancel the order placed. This shall apply even if the order has been confirmed and payment made.

If payment has already been made, the Seller shall establish a credit note equivalent to the amount paid by the Buyer.

For any order less than one hundred (100) euros excluding taxes, the Seller reserves the right to bill fifteen (15) euros for shipping costs.

For products delivered in units of length and for parts of low weight (less than 0.5g), the quantities delivered may differ from the quantities ordered within a tolerance of +/- 10% without leading to a claim report from the Buyer. The Seller shall establish a credit note equivalent to the amount paid by the Buyer.

Tany specific conditions expressed by the Buyer regarding, including but not limited to, the minimum lifespan of products at the time of delivery or the delivery of specific documents (EASA or FAA Certifications, test reports, etc.) that may be stipulated only by reference to a document from the Buyer (purchasing terms, quality document, etc.) shall not be taken into account by the Seller and shall not be grounds for refusal

of goods by the Buyer.

ARTICLE 3: PRICE AND PAYMENT

Offers are subject to changes between the presentation of the Quotation to the Buyer and the reception of the PO by the Seller. The AR is only valid for the final conditions. Prices are expressed excluding taxes.

The Seller shall specify on its invoices the invoice date and the parts ordered as well as the payment terms agreed upon with the Buyer. The Buyer is responsible for paying bills on the due date. The Seller shall make no discount for early payment.

Penalties for late payment shall apply: they are fixed at three (3) times the legal interest rate. Additionally, a fee of 40 euros for recovery costs shall be applied; the amount of such compensation may be higher with proof of recovery costs incurred.

For PROFORMA payment, no order shall be prepared until full payment by the Buyer. The Seller reserves the right to refuse or temporarily suspend the delivery of products if the Buyer has exceeded or reached the maximum outstanding balance that it has been accorded by the Seller.

ARTICLE 4: DELIVERY AND TRANSPORTATION

Delivery times are purely indicative and shall be understood to begin on the date of the acknowledgment of receipt of the PO on which they appear. They therefore cannot engage the responsibility of the Seller. Any delay or partial delivery cannot justify cancellation of orders in progress, payment of damages, or give rise to penalties of any kind, or deductions, regardless of the cause and consequences of these delays. Unless expressly accepted by the Seller, products are purchased Ex-Works for France and Ex-Works (Incoterms 2010) for export, and thus always travel at the expense and risk of the Buyer from their availability in the Seller's facilities, despite the retention of title clause on the products referred to in Article 7 below, and whatever the mode of shipment of the products.

In case of delays, failures or damage caused by transportation, it is the responsibility of the Buyer, whoever the organizer of transport, the Seller or the Buyer, to bring any problems directly to the attention of the carrier.

As soon as products ordered are delivered, it is the responsibility of the Buyer to perform a qualitative and quantitative control of products, to check references and compliance with the order and undertake if necessary not to grant discharge to the carrier until after performing these checks.

ARTICLE 5: RECEPTION – NON-CONFORMITY - RETURNS

The transfer of risk is deemed to be made at the same time as the receipt of goods. In every case the use of the products by the Buyer amounts to receiving it. Reception as defined in this Article 5 eliminates the possibility for a Buyer to make a complaint for defects or non-compliance.

Products sold with a lack of compliance with a specification or all claims about apparent defects must be reported in writing to the Seller within ten (10) days from the delivery of products.

Complaints about apparent defects or non-compliance of the ordered goods in the PO (including quantity or erroneous reference) must be made in writing within ten (10) working days of delivery. After this time no claims on apparent defects can be taken into account by the Seller.

The claim of the Buyer is deemed to be received by the Buyer after written acknowledgement of receipt. The Buyer must indicate in his complaint the delivery number, if any, of the Purchase Order number.

The Buyer must provide any justification as to the reality of non-compliance. The Buyer shall leave the Seller every opportunity to make a finding of such non-compliance.

No returns shall be accepted without the prior written consent of the Seller after non-compliance has been validated. In this case, the Buyer must comply with the Seller return instructions (RMA). It states that the return risks are assumed by the Buyer.

The Seller's liability is strictly limited to the replacement in the same quantities or refund of the delivered products recognized to be non-compliant with the order by the Seller, to the exclusion of any damages, and after verification by the Seller or its Supplier of returned products.

The Buyer's use of non-compliant goods delivered relieves the Seller from liability.

ARTICLE 6: GUARANTEE - RESPONSIBILITY

The products have a warranty of one (1) year from the date of delivery under the conditions mentioned below.

In every case, the Seller's warranty is limited to the replacement in the same quantities or refund the product proven defective by the Seller to the exclusion of any compensation or damages and provided the Buyer notifies the Seller of the defect immediately upon discovery by any written means during the guarantee period. Defective products shall be returned to the Seller by the same procedure as that applicable to non-compliance with the order products referred to in Article 5 above.

Excluded from the guarantees provided by the Seller:

- Product defects resulting from a lack of maintenance, or monitoring and generally all tampering non-compliant with the written instructions of the Seller and detailed in the technical manuals and / or datasheets, or disregarding the or applicable standards or the state of the art;
- Product defects that come from a cause unrelated to the product or any changes or intervention of the Buyer or a third party without the prior written consent of the Seller;
- The warranty does not apply to normal wear and tear;
- Defects that are a result partly or fully of damage or accidents attributable to the general actions of the Buyer or a third party;

- The warranty cannot be applied in the case of a defect resulting from instructions given to the Seller by the Buyer;
- Damages caused by force majeure as defined in Article 9 or fortuitous incidents that can be imputed to natural disasters.

The Buyer retains sole responsibility for the use of products supplied by the Seller and their suitability to the destination.

The Buyer must ensure that its premises and storage conditions are suitable for the proper storage of products and provide the security guarantees required by regulations. No guarantee is provided as such by the Seller.

In no case is the Seller liable for direct or indirect damage, foreseeable or not, of a possible failure of the product sold. Therefore, no compensation can be claimed from the Seller.

ARTICLE 7: RETENTION OF TITLE

The Seller retains full ownership of the products delivered until the actual receipt of the full price in principal and associated costs.

The default by the Buyer on payment dates or a portion of the price may lead to the implementation of the retention of title without the need for giving any prior notice.

Products shall be immediately returned to the Seller at the Buyer's expense. It is forbidden for the Buyer to resell or transform products which have not been paid for in full. However, in case of resale, the Seller may apply the resale right and claim the debt directly with the end Buyer.

Without implying responsibility, the Buyer agrees to immediately inform the Seller of the possible seizure of products or material fact depriving them of the availability of the product in full (theft, damage, third party intervention, etc.).

These provisions do not preclude the transfer of risk of loss and damage of goods sold and the damage they could cause.

ARTICLE 8: INTELLECTUAL PROPERTY

ARTICLE 9: STRENGTHS

The Seller shall not be liable for the total or partial breach of its obligations hereunder and shall not be responsible for any damage to the extent that such failures or damage were attributable to causes over which the Seller has little or no power. Purely by way of example, these causes include, among others, an industrial dispute or movement, regardless of the type (both at the premises of Seller and the Buyer, as well as third parties involved in the sale), fire, explosion, flood or other natural disaster, riot or war (declared or not), a shortage or rationing of labor, materials, components, transport, energy, delay or sub-Suppliers contractors, compliance with new laws or regulations (founded or not), embargo, etc.

If the agreed delivery date cannot be met due to the aforementioned causes, the

Seller shall have sufficient additional time to overcome these disturbances

ARTICLE 10: EXPORT CONTROL

The sale, resale or other disposition of any technology or products and related documentation are subject to the laws, regulations and orders of the United States on export controls and may be subject to laws and regulations on export control and / or imports from other countries. The customer agrees to comply with all such laws, rules and of the orders and acknowledges that it shall not export, directly or indirectly, any product to any country for which such exports or transmission is restricted or prohibited. The Buyer acknowledges that it is responsible for obtaining any export, re-export or import license as may be required.

ARTICLE 11: INFORMATION REGARDING THE COMPLIANCE OF PRODUCTS WITH ENVIRONMENTAL REGULATIONS

The information on products, including information related to specifications, uses or compliance with legal requirements or other requirements of a product are obtained by the Seller from Suppliers and other sources believed to be reliable and is provided "as is". The Seller recommends that all product information is validated before using such information on the product or to take action according to said product information. The Seller undertakes no obligation as to the accuracy or completeness of information on products and the Seller disclaims any representations, warranties and liability, under any theory on product information, including any implied warranty of merchantability, fitness for a particular purpose, title and / or violation. All product information is subject to change without notice. The Seller is not responsible for typographical or other errors or omissions of information on products.

ARTICLE 12: RENUNCIATION

The fact that the seller does not prevail at a given time of any of these Terms shall not be construed as a as a renunciation, as the Seller can prevail on one of these conditions later.

Furthermore, any exceptions to these requested by the customer as part of a sales contract or order and which is expressly accepted by the seller does not open in any case the right for the customer to prevail on the performance of other sales contracts or orders.

ARTICLE 13: APPLICATION

If a court of competent jurisdiction considered one of the terms of these Terms to be invalid, such invalidity shall not affect the validity of the other terms of these conditions.

ARTICLE 14: APPLICABLE LAW

Any sales agreement and any order after communication of these Terms shall be construed and governed by French law.

ARTICLE 15: JURISDICTIONAL ALLOCATION

Any dispute arising out of these Terms shall be within the exclusive jurisdiction of the Commercial Court of the place where the seller has his principal establishment.