



TERMS AND CONDITIONS OF SALES (TCS)

AIR COST CONTROL

Article 1: Scope of application

This document (TCS) defines the terms and conditions in which AIR COST CONTROL named “The Seller”) sells its products to a customer named “The Buyer”.

The term “Product” refers to all the products that can be sold by The Seller.

The commercial relationship between The Seller and The Buyer are in accordance with the Sales Contract which is composed as follow:

- All particular conditions stated by The Seller in each Sales Order;
- All particular conditions stated in a contract between The Buyer and The Seller;
- This TCS;
- The Seller’s Acknowledge of Receipt.

In case of any conflict between the elements of the Sales Contract, the elements of the above list will be applicable in the same order as they appear.

The Terms and Conditions of Sales apply to all Purchase Orders from the Buyer and all Sales Contracts engaging The Buyer and The Seller. Accordingly, a Purchase Order is a full acceptance of these conditions, in exception any document issued by The Buyer. No particular condition from The Buyer, meaning to replace these present conditions can be valuable except after a formal and written acceptance of The Seller. All conditions in contradiction with the present conditions cannot be applied without The Sellers formal and written consent, regardless of the moment.

Article 2: Customer Quotation (CQ) – Purchase Order (PO)

The information available on our commercial documents and on our website www.aircostcontrol.com are given purely as an indication. They cannot be considered a formal and definitive acceptance of The Seller.

The Seller's quotations are established pending the availability of the products at the reception of the PO.

Unless otherwise stated, the validity of a CQ is limited at one (1) month. The seller's quotations cannot be used as recommendation and advice, The Buyer is responsible for the choice of its products. Above the period of validity, The Seller can reject an order or change the conditions.

The products that are sold by The Seller are subject to evolutions at any time, even after reception of The Buyers Purchase Order. Changes may result to the application of norms and regulations applicable to the products. In this situation The Seller will inform The Buyer by all means.

Purchase Orders are written and sent by fax, post letter or email. Following an agreement between The Buyer and The Seller, Purchase Orders can be sent through private internet portals (WEBEDI), or any other electronic data exchange system (EDI).

A PO received by The Seller will be definitive only after a written Acknowledgement of Receipt (AR).

For all Purchase Orders sent through The Sellers e-commerce website, The Seller will be in right to cancel or reject the order if the price, picture and information used for the definition of the product are incorrect. This step can be taken even though the order has been confirmed and paid.

For orders that have been paid, The Seller will establish a credit note equivalent to the amount paid by the Buyer.

The minimum order amount is set to one hundred (100) euros

For all invoices below one hundred (100) euros including VAT, The Seller keeps the possibility of charging a fifteen (15) euros transport fee.

For products that are delivered in length unit or light weight products (less than 0.5g), the quantity delivered can be different from the quantity ordered by +/- 10% without causing a claim report from the customer.

All specific conditions expressed only in The Buyer's documents (TCS quality documentations...), regarding products life span after delivery, the deliverance of a particular document (EASA Certificate, FAA, test report...), will not be taken into consideration by The Seller. This cannot be a motif for the rejection of products by The Buyer.

Article 3: Price and payment

Offers are subject to changes between the reception of the CQ by The Buyer and the reception of the PO by The Seller. The AR is valuable for the final conditions. Prices are expressed including taxes.

The Seller will specify on its invoice the date of edition and the terms of payment agreed on with The Buyer. The Buyer must honor the invoice at the date of payment, no discount will be granted in the case of an early payment.

Penalties for late payment would be applied: they represent three (3) times the legal interest rate. A compensation fee of forty (40) euro corresponding to the recovery costs, this fee can be increased by additional recovery costs which would be justified.

For PROFORMA payment, no order will be prepared before the integral payment by The Buyer. The Seller reserves the right to refuse or temporarily suspend the delivery of products if The Buyer is above the outstanding amount that it is entitled to.

Bank charges for transfers are the responsibility of the customer. Air Cost Control reserves the right to re-invoice these charges.

Article 4: Delivery and transport

Delivery dates are given on the AR for indication and do not engage the responsibility of The Seller. Late or partial deliveries, regardless of their consequences, cannot be a reliable reason to cancel an order, to claim damage or to request any other penalty.

Without any special mention accepted by The Seller, products are sold Ex-Works (Incoterm latest version). The Buyer will support the cost and risk of the transport once The Seller has handed over the products in its facilities, without outstanding the retention of title. This applies to all types of the shipment that can be chosen.

The Buyer, who may be the organizer of the shipment or not, must give notice to The Carrier in the case of a late delivery, missing products or damages that may occur during the transport. At the reception of the products, The Buyer is in charge of conducting a quantitative and qualitative inspection, check the accuracy of the references delivered and then, discharge The Carrier if no non-conformity is discovered.

Article 5 : Reception – Non-Conformity – Return

Risks are transferred once the products have been received by The Buyer. All parts use by The Buyer are by the fact, considered as received. The reception defined in this Article 5 extinct all possibilities for The Buyer to make a claim for apparent defects or non-conformities.

In the case of non-conformity to the product specifications, The Buyer must forward a claim to The Seller within five (5) working days after the delivery of the products. All claims regarding apparent defects or non-conformity to the initial order (quantity discrepancy or wrong reference) must be written and forwarded to The Seller within five (5) working days after the delivery of the products. Once this time period has elapsed, no claim regarding apparent defects would be accepted by The Seller.

It is considered that a claim has been received by The Seller after a written acknowledge of receipt. The delivery note number or the PO number must appear on The Buyer's claim.

The Buyer must give a justification of the non-conformities stated that will enable The Seller to detect them. No product can be returned without a written agreement of The Seller who must have detected the non-conformities in question.

In this case, The Buyer must comply with the instructions (RMA) given by The Seller for the return of the products. The Seller's responsibility is limited to the free replacement or the repayment of the non-conform products, after the verification by The Seller's supplier of the parts returned. When the RMA is sent by the Seller, Products should be returned before 15 days to Air Cost Control, after this time we can considerate the claim as closed. Products would be replaced or refunded in the same quantity; all damage or loss penalty fees are excluded.

The Seller would not be held for responsible if The Buyer uses a non-conform product.

Article 6 : Warranty – Responsibility

Products are subject to a legal warranty one (1) year after de delivery date and according to the following conditions.

In any event, the warranty is limited to the replacement or the repayment (in the same quantity) of the defective products discovered by The Seller, in exclusion of all damage or loss penalty fee and under the reserve that The Seller is informed by The Buyer in a written document and within the legal warranty period. The defective products are returned to The Seller according to the same procedures applied to non-conform parts detailed in Article 5 above.

Are not included in the warranty provided by The Seller:

- Defects due to the lack of maintenance, or monitoring and generally to all handlings that are not in accordance with the instructions given in the technical notice, data sheet or an applicable norm;
- Defects that are caused by external factors or any modification or intervention conducted by The Seller or a third person, with a written agreement from The Seller;
- The warranty cannot be applied in normal wear and tear of the product
- Defects due to actions that are partly or fully imputed in a general manner to The Buyer
- The warranty cannot be applied to all defect resulting to instructions given to The Seller by The Buyer
- Damages caused by force majeure as defined in Article 9 or fortuitous incidences that can be imputed to natural disasters.

The Buyer is alone responsible for the circumstances and the ways the products would be used once received.

The Buyer must ensure that products are stored in an adequate environment, in the respect of the regulation that will guarantee a good preservation and the security of the products. The Seller will not give any warranty for these reasons.

In any event, The Seller cannot be held as responsible for any direct or indirect damages that may be predictable or not, or any default of the product sold. In this case, no compensation can be claimed.

Article 7: Reservation of title

The Seller remains the full legal beneficial owner of the products delivered up to the integral payment (main price and accessories) of the sum invoiced.

Any payment default at the term on the invoice may push The Seller to activate the Reservation of title without warning. The Buyer must immediately return the products to The Seller and must support the shipping costs. The Seller is not allowed to use or sell products that haven't been fully paid. However, in the case of resale, The Seller will apply the resale right and claim the debt directly from The Buyers final customer.

Without its own responsibility engaged, The Buyer must immediately inform The Seller in the case of an event that may deprive The Buyer from having the products (seizure, burglary, damages...). The act of informing The Seller cannot avoid the transfer of risk loss and default and all other damages that may be caused.

Article 8 : Intellectual Property

The buyer is prohibited from reproducing or having reproduced, in whole or in part, the brands, designs and models, publications protected by copyright or any other element of industrial property of which Air Cost Control is the owner without the express authorization of the latter, under penalty of prosecution, and / or to transmit to third parties any information of any kind whatsoever allowing the total or partial reproduction of these rights.

Article 9 : Force Majeure

The Seller shall not be liable for the total or partial non-performance of contractual duties or damages caused by events that are over The Seller's scope of intervention and control.

Can be considered as force majeure: strikes (within The Seller's or The Buyer's facilities or any third person concerned by the contract), fire, explosion, flooding or natural disasters, civil unrest, war (declared or not), shortage or lack of manpower, raw material, components, transport, power breakdown, a supplier or subcontractor delay, changes in regulations and laws, embargo...

In case of a force majeure as listed above, if the products are not delivered at the date initially announced in the AR, The Seller is entitled to the addition necessary to cover these disturbances.

Article 10 : Export Control

The sale or resale of products, technologies or documents is subject to the laws of the United States of America and to the laws and regulations of other countries on export and/or import controls. The Buyer agrees to comply with all export control regulations related to the products and will not directly or indirectly export or transfer the products to countries exportations are limited or forbidden. The Seller is responsible for obtaining a license to export, to re-export or to reimport products whenever necessary.

Article 11: Information on the conformity of parts to environmental regulations

Information on products and their specifications, their use or their conformity to legal and general requirements are obtained by The Seller through suppliers and all information sources considered as reliable. The Seller recommends that all information on products must be validated before use. The

Seller rejects all guarantee and responsibilities for the information on products, the adaptation to a particular objective or to any violation. All information on products are subject to changes without warning. The Seller is not responsible for any error or omission of information on a product.

Article 12 : Renunciation

The fact that The Seller doesn't prevail on these conditions at a particular moment cannot be interpreted to a renunciation, as The Seller can prevail on one of these conditions later. Furthermore, a request for an exemption to these conditions by The Buyer and accepted by The Seller cannot, in any case, allow The Buyer to prevail to the execution of other sales contracts and orders.

Article 13 : Application

If the competent jurisdiction court considers one of the conditions as invalid, this decision would not affect the other conditions.

Article 14: Applicable law

All sales contracts signed or order sent to The Seller after the communication of the present conditions, are interpreted governed by the French law.

Article 15 : Juridictionnel allocation

All litigations that may occur following the present conditions are under the exclusive competences of the Commercial Court of the area where The Sellers Head Quarters are based.