



Scottsdale Airport  
15035 North 74<sup>th</sup> Street  
  
Scottsdale, AZ 85260



<http://www.gh-aerospace.com>

Document number: PK20110608

## **Sales Agreement, Terms and Conditions**

### **GENERAL**

**ACCEPTANCE/GOVERNING TERMS:** These Terms and Conditions of Sale (“Agreement”) shall apply to all sales of products by G & H Aerospace Inc., a corporation of the State of Arizona. As used in these Terms and Conditions of Sale, “we” and “our” shall refer to G & H Aerospace Inc. products or services. Unless otherwise specifically agreed in writing by an authorized representative of G & H Aerospace, any different or additional terms and conditions proposed by any customer in a purchase order, response to a quotation, or other proposal are hereby rejected by G & H Aerospace and shall not be incorporated into the agreement for sale of G & H Aerospace products. Customer’s assent to these Terms and Conditions of Sale shall be conclusively presumed from customer’s ordering products quoted by G & H Aerospace, customer’s failure to object in writing to these Terms and Conditions of Sale, and/or customer’s acceptance of all or part of any products ordered. If G & H Aerospace is found to have acknowledged customer’s order or proposal, and such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional on customer’s assent solely to these Terms and Conditions of Sale, which shall form part of the acknowledgement, and acceptance by customer of any products shall be deemed to constitute such assent. If any quotation or other document of G & H Aerospace is deemed to constitute an offer to customer, customer’s acceptance of such offer is limited to these Terms and Conditions of Sale.

### **TERMS OF PAYMENT**

Terms of payment for all of G & H Aerospace products are as follows: All invoices must be paid within 30 days of invoice date. An additional fee of 2% per month or the highest lawful rate under applicable state law will be charged by G & H Aerospace on all invoices which are past due. Should it be necessary for G & H Aerospace to institute formal collection proceedings to collect any past due amounts from customer, G & H Aerospace shall be entitled to recover its attorney’s fees and other costs associated with the proceedings. Notwithstanding the acceptance of any order by G & H Aerospace, we reserve the right not to ship material to any customer not paying in accordance with our terms or who, in the sole opinion of G & H Aerospace, may be unable to meet its payment obligations to G & H Aerospace.

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**Freight Terms**

Freight will be prepaid and allowed by G & H Aerospace on any order totaling \$2,000 or more within the limits of the continental United States. Orders not qualified for prepaid freight will be shipped with transportation charges prepaid by G & H Aerospace and added to customer's account, unless other method is requested by the customer. Partial shipments will be made at the discretion of the customer, provided the customer pays excess freight. When G & H Aerospace bears the cost of shipment, we reserve the right to ship all orders in one complete shipment. Partial shipments may be made at our discretion. G & H Aerospace will not be responsible for storage charges or cartage charges beyond the destination address acknowledged by G & H Aerospace. All shipments will be made via carrier selected by G & H Aerospace reserves the right to choose origin of shipment and routing.

**Direct Shipments**

G & H Aerospace reserves the right to refuse the request of any distributor to **DATE OF SHIPMENT**, Shipping dates are approximate and are based on conditions existing at the time of G & H Aerospace's receipt of customer's firm order and full information. G & H Aerospace will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising there from. At no time will the buyer be allowed to visit G & H aerospace or G & H aerospace's sub-vendors regardless of the delay.

**Merchandise and Claims Terms**

Unless otherwise noted, sales of G & H Aerospace Products will be F.O.B. factory. Title and risk of loss to all products shall pass from G & H Aerospace to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of G & H Aerospace products are to be made via company truck, title and risk of loss to the products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. All claims for loss or damage in transit must be made by customer to both the carrier and G & H Aerospace within 5 working days.

**Date of Shipments**

Shipping dates are approximate and are based on conditions existing at the time of G & H Aerospace's receipt of customer's firm order and full information. G & H Aerospace will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising there from.

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#### Return Merchandise Terms

No merchandise shall be returned by the customer without prior written consent and authorization in the form of a Return Goods Authorization (RGA), which has been issued by G & H Aerospace expressly for the merchandise to be returned. This RGA will be issued at the sole discretion of G & H Aerospace and must be requested by the customer within 90 days of the original shipment date. Returned merchandise must be in its original sealed cartons. All returned merchandise must be in salable condition in order to qualify for credit. No special products, non-stocking products, custom-made products, outdated or modified versions of cataloged factory stocking items may be returned by the customer. Except for products considered by G & H Aerospace to be defective in workmanship or materials, all returns will be subject to a minimum 35% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment. Merchandise accepted for return must be shipped prepaid to the factory or other destination specified by G & H Aerospace.

#### Order Cancellation Terms

G & H Aerospace will accept order cancellations from customers only if the cancellations are sent to G & H Aerospace in writing and received prior to shipment of the order. Verbal order cancellations will not be accepted. Cancellation charges shall be those costs incurred by G & H Aerospace, but not less than 10% of the value of an order. All costs for warehousing and freight on orders cancelled after shipment and/or refused at destination will be charged to the customer. G & H Aerospace reserves the right to impose on the customer an additional charge of 25% of the value of an order if the order is cancelled after it has been processed for shipment.

#### Minimum Order Charge

A service charge of \$50.00 will be added to all original customer orders, which total less than \$100.00 net.

#### Pricing

Prices are subject to change without notice. G & H Aerospace will ship merchandise at prices prevailing at the time of shipment. Prices are exclusive of sales, use, excise or similar taxes unless otherwise noted.

#### Standard Package Policy and/or "Broken Carton" Charge

G & H Aerospace will ship the order as written, but it will apply a broken carton charge of \$5.00 to each catalog number so ordered which is not in box quantity.

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**Specification**

G & H Aerospace shall not be responsible for quotations of prices or specifications concerning non-catalogued products unless G & H Aerospace confirms this to the customer in writing. Catalogued items are those listed in G & H Aerospace's current price sheets. Unless specifically agreed by G & H Aerospace in writing, we do not warrant compliance of our products with individual project specifications. All specifications will be listed on the Certificate of Conformance documents when applicable.

**Errors**

Typographical or clerical errors in quotation orders or acknowledgments are subject to correction.

**Changes in Product Design**

G & H Aerospace reserves the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

**Conditions of Sale**

Warranty and Obligations THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. G & H Aerospace warrants that products sold will, upon shipment, be free of defects of workmanship or material under normal and proper usage. Should any failure to conform to this warranty become apparent during the warranty period (in most cases one year after the date of shipment) G & H Aerospace must be notified in writing. G & H Aerospace is not responsible for labor costs in connection with the installation, removal or replacement of warranted products or for any consequential damages. G & H Aerospace further reserves the right to refuse to honor the above warranty for any product(s) altered, improperly installed in application for which not intended. In no event and under no circumstances shall G & H Aerospace be liable to the purchaser or to any other person for any indirect, special, consequential or incidental losses or damages including, without limitation, lost profits except to the extent that liability for personal injury or property damage may be imposed upon G & H Aerospace by law. As used herein, the term "person" shall include, without limitation, any individual, sole proprietorship, partnership, corporation or other entity.

This warranty does not apply to G & H Aerospace products which have been altered or

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repaired outside of G & H Aerospace's factory or which have been subjected to neglect, abuse, misuse or accident (including shipping damages). This warranty also does not apply to products not manufactured by G & H Aerospace. Any warranty regarding such components is made by the manufacturer of the components, and customer shall direct all claims to the component manufacturer.>

Limitation of Liability

**IN NO EVENT SHALL G & H AEROSAPCE INC. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS; NOR SHALL THE LIABILITY OF ELITE LIGHTING FOR ANY CLAMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE, REPAIR OR MODIFICATION OF THE PRODUCTS, OR SUPPLY OF ANY REPLACEMENT PARTS THEREFORE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS, PARTS, OR SERVICES DELIVERED HEREUNDER WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE.**

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