



1160 Alexander Court Cary, IL 60013

PO - TRADING TERMS AND CONDITIONS

1.0 ACCEPTANCE

This purchase order, constitutes the sole and entire agreement between the parties. No other terms or conditions shall be binding upon Buyer unless in writing.

2.0 CHANGES AND TERMINATIONS

Buyer may, by written notification, terminate or cancel an order. Seller shall Upon receipt of notice, stop all work except as directed by Buyer.

3.0 DELIVERY AND PACKING

All goods are to be packed in suitable containers for protection in shipment and storage. Seller shall be responsible for goods until delivered at the designated delivery point regardless of the point of inspection. Seller shall bear all risks as to rejected goods after notice of rejection. Unless otherwise provided herein, title in goods vests with Buyer only upon final inspection and acceptance at Buyer's designated facility.

4.0 PAYMENTS AND DISCOUNT

Upon submission of proper invoices, and subject to the terms of this purchase order, Seller shall be paid the prices herein for goods and services rendered and accepted. No C.O.D. shipments shall be made unless pursuant to prior arrangements. Buyer may set off any of its claims against payments otherwise due Seller. Discounts shall be calculated as of the date of receipt of goods or date of receipt of a proper invoice, whichever is greater.

5.0 WARRANTIES

Seller warrants that the goods to be supplied under this purchase order are fit and sufficient for the purpose intended. Units are to be in the condition as represented and as removed units must be in economically repairable condition and not beyond economical repair. Seller warrants that it has good title to the goods to be supplied and that they are free and clear from all liens and encumbrances. Seller agrees that it shall hold Buyer harmless from any claim asserted by any third party, on any legal theory, arising from any defect in material or workmanship of the items purchased hereunder. These warranties are in addition to and not exclusive of, any others which may be implied by law or custom.

6.0 DELAYS

Time is of the essence. If Seller does not ship as ordered on or before the shipping date shown on the order, or if the Seller shall default in any material respect Buyer may terminate this order or the undelivered part thereof. Such cancellation shall be without prejudice to, or waiver of Buyer's right to recover damages.

7.0 INSPECTION AND QUALITY CONTROL

The supplier shall ensure that its personnel are competent and have the relevant skills, qualifications and training. Suppliers shall maintain a quality management system that ensures supplies, services and paperwork comply with all Mitchell Aircraft requirements.

8.0 CHOICE OF LAW

This agreement shall be construed in accordance with and governed by the rules of the American Arbitration Association and the laws of the state of Illinois, USA. Seller irrevocably and unconditionally submits to the jurisdiction of the courts in the State of Illinois in connection with any arbitration, related legal action or proceeding arising out of or relating to this agreement and Seller waives any objection relating to the basis for personal interim jurisdiction or to venue in any such arbitration, suit, action or proceeding. Further, Seller agrees to pay all legal fees of Buyer relating to any arbitration, related legal action or proceeding brought on by Seller against Buyer.