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# TERMS & CONDITIONS of SALE

## THE COMPANY

Spacecraft Components Corp. and its affiliates, dba Aviel Electronics, dba Crown Connector, dba Mil-Interconnect, dba SCP Manufacturing Corp., dba Edward's Publishing Company, Inc. hereinafter referred to as Spacecraft Components Corp.

## QUOTATIONS AND PRICES

Quotes will be honored for a period of 30 days of issuance. Buyer's acceptance of Sales Order Confirmation derived from a quote constitutes acceptance of the terms and conditions thereof.

## TERMS AND CONDITION OF SALE

All orders placed with Spacecraft Components must be in writing and signed by customer including customer address, contact name, address, email address, telephone and fax number, as well as ship to address, quantity, product description, and requested delivery dates. Buyer's purchase order is for administrative purposes only. Orders will be binding contract only when received and accepted through the issuance of Spacecraft Order Confirmation. Terms and conditions listed on Buyer's Purchase Order do not supersede Spacecraft Components Corporation's terms and conditions of sale.

Notification of cancellation or changes to special order manufactured product must be made in writing either by email, fax, or certified letter within 48 hours of sales confirmation to avoid additional charges. If Spacecraft Components Corp. (Seller) consents to Buyer's written request for cancellation or modification of the Sales Order Buyer shall pay to Seller the percentage of the total Sales Order price which equals the percentage of the Sales Order completed by Spacecraft Components Corp. at the time of cancellation or modification.

## PAYMENT TERMS AND CONDITIONS

Payment terms are granted at the sole discretion of Seller and are subject to revision based on changing levels of credit worthiness. New customers requesting terms must submit a signed credit application and terms and conditions form. Pre-payment terms require payment before purchase orders will be processed. Purchase orders with pre-payment terms that remain unpaid after 30 days will expire. Payment terms not stated on the face of the invoice shall be Net 30 day from invoice date. Past due accounts are subject to a 1.5% finance charge on any unpaid balance. In the event it becomes necessary to turn your account over to a collection agency or an attorney, buyer agrees to pay all costs of collection including and not limited to reasonable court costs and attorney fees. In an effort to reduce our carbon footprint, Spacecraft encourages electronic payment by ACH. Please provide your companies ACH form or contact the accounting team for more information about electronic payment options.

## TAXES AND OTHER CHARGES

Prices for product exclude taxes and other charges imposed with respect to the sale, delivery, or payment method and must be paid by the Buyer. With respect to taxes, any exemption claimed by Buyer must provide a valid, signed certificate of exemption for each applicable jurisdiction. Any and all fees associated with payment by wire transfer are the responsibility of the Buyer.

## DELIVERY

Orders will be shipped to an address designated by Buyer. Export shipments will be shipped to an address designated by Buyer in accordance with local, state, federal, and international law. Risk of loss and title for components shipped pass to the Buyer upon delivery of said shipment to the carrier. Buyer is responsible for filing any claims with carriers for damaged and/or lost shipments. Buyer will be responsible for all shipping and related charges.

## RETURN OF PRODUCTS

Buyer agrees to inspect all products upon receipt and promptly notify Seller of any discrepancy within (72) hours of receipt. Returns must be pre-approved and issued a valid RMA number by Seller's representative. You can reach us by phone at (702) 851-7600 (8am-5pm M-F Pacific Time). Returns will not be accepted if received after (60) days of issuance of a RMA number. All refunds will be for the original purchase price excluding freight and other administrative costs. Seller reserves the right to reject returns if not in new and unused condition. Returns due to customer error are at the sole discretion of Seller and are further subject to acceptance upon inspection. All returns due to customer error that are accepted will be charged a restocking fee at the sole discretion of Seller.

## WARRANTY

Seller warrants to the original purchaser it will correct by replacement any defect in workmanship or in-operation of any component purchased from Seller for the life of the equipment in which the component is originally and properly installed. This agreement and warranty supersedes all other warranties expressed or implied.

## LIMITATION OF REMEDY AND LIABILITY

Seller's liability including that for breach of contract, negligence, strict liability in tort, or otherwise, for its products, and Buyer's exclusive remedy is limited to the repair or replacement (but not installation) of products found defective by Seller, f.o.b. Seller's factory if returned to the factory for inspection, transportation charges paid. However, if Seller deems repair or replacement will not remedy a claimed product deficiency, or if a product manufactured by Seller does not comply with the description or specification set forth on Seller's Order Acknowledgment, Seller is limited to any amounts paid on the purchase price, cancellation of the order and acceptance of the product f.o.b. point of manufacture. However, if the product has been in use for a period in excess of 30 days, Seller reserves the right to make a reasonable depreciation charge for such use.

## DISCLAIMER

Seller expressly disclaims any obligation or liability for labor performed in connection with installation of repaired or replaced products or for any other expense, injury, loss or damage to persons (including death) or to property or things of whatsoever kind or nature, whether direct, incidental or consequential, including but not limited to those arising from loss of profits, production, increased cost of operation, arising in connection with the sale or use of, or inability to use, seller's equipment or products for any purpose, except as herein provided.

## EXPORT CONTROL

Unless otherwise noted, this sale, order or quote may include Munitions List Items (MLI) or Commerce Controlled List Items (CCLI). MLI/CCLI property is controlled by the U.S. Government and in many cases cannot be transferred (exported, sold or given) to a foreign country, a non-U.S. Citizen/National or a non-Permanent U.S. Resident without a valid State/Commerce Department export authorization. It is the responsibility of you (the purchaser) to determine what the applicable requirements may be, and to obtain all necessary authorizations, licenses or approvals. The use, disposition, export and re-export of the property covered or included in this sale, order or quote is subject to the provisions of law referenced in End-Use Certificate DLA Form 1822, DEC 2001, including but not limited to, the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App. 2401 et seq.) as contained under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.). Buyer agrees not to sell or deliver Spacecraft Components Corp. products to those areas to which delivery would be forbidden under U.S. law/regulations pertaining thereto.

## FORCE MAJEURE

Seller shall not be liable to Buyer for any loss or damage suffered by Buyer directly or indirectly, as a result of Seller's failure to deliver or delay in delivering product or any other term or condition hereof, where such failure or delay is caused by fire, flood, natural disaster, labor relations, war, riot, civil disorder, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by federal or state authority, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accident, explosion, act of God or other causes of like or different character beyond Seller's control and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

## APPLICABLE LAWS

The terms and conditions of this sale shall be governed by the laws of the State of Nevada