



GSA PRICING & AVAILABILITY

Prices are available only upon request from qualified, military/government customers. You must fax a written RFQ on company letterhead to receive price quotes and additional specifications on Aero Telemetry products. No Exceptions.

AERO TELEMTRY TERMS AND GENERAL CONDITIONS OF SALE

1. **TERMS.** The word "Seller" as used in these General Conditions of Sale, shall be synonymous with Aero Telemetry, LLC and any reference to the "Buyer" shall be synonymous with the word "Customer". Standard payment terms are net 30 days from receipt of shipment. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that title to any articles not fully paid for at the time of delivery to Buyer shall be retained by the Seller until said purchase price is fully paid and if the purchase price is to be paid on an installment basis, Buyer will prior to the time of delivery execute a note, security agreement, and financing statement for such purchase price all upon forms customarily used by Seller in similar transactions.

2. **TAXES.** Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes applicable to the sale, delivery, or use of said equipment sold hereunder, including, as applicable, associated software delivered with such equipment (Products), and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

3. **DELIVERY.** Unless otherwise specified, delivery will be made F.O.B. to the place or location of Seller's facility from which Seller elects to make shipment, according to the delivery schedule specified, which schedule is subject to delays due to causes beyond Seller's control including but not limited to, inability to obtain material, labor or manufacturing facility, acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Seller's suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Partial deliveries are acceptable.

4. **SHIPMENT.** In the absence of specific instructions Seller will select the carrier to whom delivery will be made for shipment to Buyer. Except for its obligations under the sections hereof entitled "Warranty" and "Patent and Copyright Indemnification," all responsibility of Seller for said equipment ceases upon delivery to carrier. All claims to the carrier for Products damaged or lost in transit shall be made by the Buyer.

5. **PRODUCT WARRANTY.** The equipment sold hereunder and its associated software delivered hereunder are subject to the following warranties:

A. Seller agrees to repair or replace at its discretion, without charge, any equipment, which is defective as to design, workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided:

(i) Notice of the claimed defect is given Seller within 30 days from date of delivery and goods are returned in accordance with Seller's instructions.

(ii) Such equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the Product specifications, it shall fail to operate in a normal manner.

(iii) Seller's obligations with respect to such equipment are conditioned upon the proper installation and operation of such equipment by Buyer in accordance with Seller's written directions.

(iv) The warranty stated in this Section 5A shall be void if such equipment is altered or repaired or opened. Any attempted modification made by other than Seller or Seller's authorized service representative voids the product warranty.

B. Seller warrants that any software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the function(s) set forth in the applicable specification (or absent a specification, as described in the applicable Service Manual). Seller will, at its option, without charge, revise or replace such nonconforming software provided:

(i) Notice of the claimed defect is given Seller within 30 days from the date of delivery.

(ii) Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any condition in excess of those published in the applicable specification(s).

(iii) Seller's obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with Seller's written instructions.

(iv) The warranty stated in this Section 5B shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than Seller or Seller's authorized service representative.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. **SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.** Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, is copyrighted by Seller and shall remain the sole and exclusive property of Seller. Seller grants the Buyer a perpetual, worldwide, non-exclusive license to use the software only in or with the equipment. The Buyer shall not copy, modify, or disassemble, or permit others to do so. Buyer shall not transfer the license granted hereby or possession of the software except as part of or with the equipment, such transfer being subject to the restrictions contained herein. Seller may terminate this license upon written notice for violation of any of the terms of the foregoing license.

7. **GOVERNING LAW.** This order shall be construed in accordance with, and the rights of the parties shall be governed by, the law of the State of California, U.S.A., as the same would be applied to transactions between residents thereof, but without regard to that state's conflict of laws, principles, and specifically excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

8. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE TO SALES TO THE U.S. GOVERNMENT.

A. The word "Contractor", as used in the FAR, shall be synonymous with the word "Seller" as used in the General Conditions of Sale and any reference to the "Government" or to the "Contracting Officer" shall be synonymous with the word "Buyer". Similarly, any reference to the word "Supplies" shall be synonymous with the word "Products".

B. The clause set forth at FAR 52.212-4, CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (Oct. 1995), as tailored herein [pursuant to FAR 12.302], shall be applicable to all sales made directly to the U.S. Government.

C. The clause set forth at FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES EXECUTIVE ORDERS COMMERCIAL ITEMS (Oct. 1995), as clarified herein, shall be applicable to all sales made directly to the U.S. Government.

9. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE TO SALES TO COMMERCIAL CONCERNS IN SUPPORT OF SALES TO THE U.S. GOVERNMENT. The clause set forth at FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (Oct. 1995), and the FAR clauses cited herein, shall be applicable to sales made hereunder only when such sales are specifically identified in the order as being in support of U.S. Government prime contract requirements. The actions required under the referenced clauses made applicable under this Section shall constitute the entirety of Seller's FAR obligations hereunder for such sales.

10. NO WAIVER. No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.

11. LIMITATION OF LIABILITY. THE OPERATOR OF THE SYSTEM AND/OR PRODUCT IS RESPONSIBLE AT ALL TIMES FOR THE PERFORMANCE OF ALL AIRCRAFT SYSTEMS DURING A FLIGHT. A SHUTOFF SWITCH MUST BE INSTALLED SO THAT THE TELEMETRY SYSTEM AND/OR PRODUCT CAN BE SHUTDOWN DURING THE FLIGHT. THE IMPLEMENTATION OF THE SHUTOFF SWITCH TOGETHER WITH THE OPERATOR'S RESPONSIBILITY TO MONITOR THE FLIGHT CLASSIFIES EACH PRODUCT AS A NON-FLIGHT-CRITICAL AIRBORNE COMPONENT. THE SELLER ASSUMES NO LIABILITY FOR THE USE OR MISUSE OF THIS PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, EQUIPMENT OR ASSOCIATED SOFTWARE DESCRIBE HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, EQUIPMENT, SOFTWARE OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NON EVENT EXCEED THE PRICE PAID BY BUYER FOR PRODUCTS SOLD HEREUNDER.

12. ENTIRE CONTRACT. These General Conditions of Sale shall comprise the exclusive terms, conditions and agreements of the parties respecting sale of Products described herein, and supersede any provisions hereof. Acceptance by Buyer of such Products covered hereunder shall, absent a contrary agreement in writing signed by Seller, constitute acceptance of these General Conditions of Sale. The invalidity of the whole or in part of any provision hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.