

GENERAL TERMS OF SALE AND DELIVERY

1-Preamble:

These general conditions shall apply when the parties agree in writing or otherwise thereto. When the general conditions apply to a specific contract, modifications of or deviations from them must be agreed in writing. Each order received means complete acceptance without any disclosure to all these general and specific conditions.

2- Order cancellation:

No order cancellation will be accepted without previous agreement and payment of a cancellation fee corresponding to the incurred costs.

3-Delivery:

The quoted lead-time has to be considered from receipt of order and includes the approval of technical data by the customer (if not approved previously) within 2 weeks. Any additional period will have to be added in the quoted lead-time.

Unless otherwise specified, delivery is considered complete when the merchandise leaves the factories or warehouses of the seller and consequently, the said merchandise travels at the risk of the consignee. Our best care is given to meet delivery agreements. Nevertheless this delivery has no contractual value. In particular, delays in delivery caused by "Force Majeure" such as strikes, lockouts, fires, etc... and those caused by lateness of our suppliers also caused by "Force Majeure", will automatically discharge us from all damages and responsibilities.

4-Price

The prices appearing in our offer and our delivery promises are based on current economic conditions (materials, salaries, costs, import conditions) and are revisable on the day of delivery in the case of any variation to these conditions. Unless otherwise specified, these are net prices for merchandise shipped from our warehouses in standard packaging according EXW incoterm ICC 2010 and do not include any qualification cost.

5-Claims

No claim regarding quantity or weight can be considered once you have filed with us your official acceptance of the goods.

6-Return of parts

Parts which have been duly delivered cannot be returned, except when our guarantee is applicable.

7-Guarantee / Liabilities

Our merchandise is guaranteed for six months from the date of consignment against all defects of materials and construction. Our guarantee is restricted simply and solely to the replacement, within the shortest possible period of time, of all parts or components having any of the above defects without any liability for consequential losses whatsoever. Free replacement cannot be granted before the parts concerned have been completely examined by us. The parts concerned must be sent to us carriage and package paid by the customer. All damages and incidents caused by external occurrences such as faulty maintenance, overloading, incorrect lubricant, normal wear, incorrect choice of parts, improper assembly or any incident for which we are not responsible are excluded from the guarantee.

The company shall not be liable for loss of production, loss of profit, loss of use, loss of contracts, or for any consequential economic or indirect loss whatsoever.

The company shall not be under any circumstances be liable under this agreement for an amount exceeding 5% of the unit-sales price of the related item.

8-Disputes

Any dispute arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The contract shall be governed by the substantive French law.

9-Ownership clause

The transfer of ownership of the goods sold takes place only after full payment of the agreed price has been made.

10- Payment terms and Late payment penalties

Payment terms shall be minimized and shall not be more than 30 days from the date of invoice, maximum.

If any amount due to KaliStrut Aerospace remains unpaid after the date on which it is payable ("the Due Date"), KaliStrut Aerospace shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such a sum at a rate of three (3) times the French legal interest rate ("taux d'intérêt legal") in addition to the minimum legal fees for recovery which are in force at the time when the payment should have been made. According to article L441-6 of the French Commercial Code, such interest and fees shall be charged the day after the Due Date without the need of a previous notice.

11-Law / Regulation

We reserve ourselves from possible impact coming from changes in law and regulations impacting our processes and cost during the contract time.

12-Quality

KaliStrut Aerospace quality assurance system conforms to ISO 9001 and AS/EN 9100 standards and to Part21G regulation. KaliStrut Aerospace implements its own quality assurance system in the scope of this contract and releases the parts with a statement of conformity in accordance with NF L 00-015C. Any additional quality requirement must be accepted formally by KaliStrut Aerospace before sending any order and could be charged to the customer.