



A. Definition and Scope

1. As used in these Terms and Conditions of Sale, AeroForge Inc. will be herein referred to as “AeroForge” and Customer and each successor, assignee, affiliate, and representative thereof to as the “Customer.”
2. Only the AeroForge Terms and Conditions of Sale shall apply. AeroForge will not recognize any contrary or deviating terms and conditions of the party placing the order unless AeroForge explicitly agreed to their validity in writing. The AeroForge Terms and Conditions of Sale shall apply even if AeroForge enters a sale with a party despite being aware of contrary or deviating terms and conditions of the party placing the order.

B. Offers

1. Offers made by AeroForge are subject to confirmation at the time of sale. Unless otherwise stated, all prices are in U.S. Dollars.
2. Illustrations, drawings, quotations, and other documents are the exclusive property of AeroForge. Without the written approval of AeroForge, they may not be copied, reproduced, or made available to third parties. Upon the request of AeroForge, all the documents must be returned without delay.
3. For third party brokers, AeroForge reserves the right to know who the end user is before returning an offer.

C. Prices

1. All prices are subject to confirmation as they are based on calculations using material, wages, and other costs that are based on the day the offer is made or confirmed. AeroForge reserves the right to adjust prices accordingly at the time of invoicing.
2. All prices are ex works (EXW) AeroForge (Incoterms 2010) and do not include packaging, freight, taxes, or other expenses. Prices shall only apply to the individual orders. Any fixed pricing requires a separate written agreement.
3. The minimum total Purchase Order is \$150. However, AeroForge reserves the right to modify this on an individual basis based upon supplier requirements for special order bill of material items.

D. Delivery

1. The delivery time is calculated from the date of acknowledgement of the order to notification that the order is ready for shipment.



2. The delivery time may be extended an appropriate period of time in cases of unforeseen difficulties for which Aeroforge cannot be held responsible. The Customer is not entitled to claim compensation in these cases.
3. Aeroforge shall not be held liable or deemed in default if prevented from or delayed in performing any of its obligations in the occurrence of events beyond its reasonable control such as acts of God, acts of terrorism, governmental decrees or controls, labor disruptions, catastrophic events, and inability to procure supplies or raw materials. In any of these events, Aeroforge upon notice to the Customer, may at its option, without liability, revoke all or any portion of its acceptance of the Customer's Purchase Order or extend any date which performance thereunder is due.

E. Payment

1. Invoices shall only be issued once. In the event that multiple copies are requested by the Customer, no more than three copies shall be supplied. All invoices shall be issued in U.S. Dollars on the day of delivery or service. Any fees, duties, and other levies shall be invoiced to the buyer. The payment obligation is not considered fulfilled until Aeroforge has free access to the full amount of the invoice.
2. If payment terms are exceeded, the default interest rate charged is 8% above the basic interest rate published by the U.S. Treasury at that time. There is no discount if payment is received before the terms limit unless Aeroforge has agreed to do so in writing.
3. Aeroforge has the right to withhold shipment until any outstanding payment has been paid in full.
4. For orders requiring payment in advance, if payment is not received with 10 business days, the order will be considered cancelled.

F. Shipping

1. Shipment is made at the risk of the Customer. Any goods lost or damaged during transport are only replaced on the basis of a new order at current prices, unless Aeroforge agrees in writing to assume risk during shipment.
2. Unless otherwise agreed, Aeroforge will choose the shipment method at its own discretion. Aeroforge assumes no responsibility for shipping at the best rates. Insurance is only arranged at the request and expense of the Customer. All shipping will be billed to the Customer's account.
3. Shipments that are delayed beyond 10 business days by the Customer from the time shipment is ready for dispatch will be subject to warehousing and insurance fees. Aeroforge cannot guarantee that stock will be held after this period. Any deviations from this must be agreed upon in writing by Aeroforge.



4. Drop shipments will be accommodated at the request of the Customer. If Aeroforge shipping documents and certifications are to be removed and replaced with the Customer's documents, there will be a \$50 fee.

G. Cancellation and Returns

1. Any cancellation or return must be approved by Aeroforge. All cancellations and returns may be subject to restocking fees or other charges.

H. Packaging

1. Unless requested by the Customer, packaging will be selected by Aeroforge. Additional charges may apply for packaging that Aeroforge has deemed necessary for safe transport. There is no obligation for Aeroforge to take back packaging.

I. Reservation of Title

1. All items shall remain property of Aeroforge until the invoice has been paid in full. This reservation of title shall remain in force as long as Aeroforge has claims against the party placing the order. The Customer is obliged to keep the delivered item in proper condition for the duration of the reservation of title and to have any necessary repair work carried out and to insure it properly.
2. The Customer is only permitted to resell the goods delivered under reservation of title with the written approval of Aeroforge.

J. Intellectual Property and Confidentiality

1. Nothing herein will give the Customer any right, title, or interest in the intellectual property of Aeroforge. The purchase of products and services from Aeroforge does not entitle the Customer to use, register, or otherwise identify its business with the name, trademark, or identity of Aeroforge without a written agreement from Aeroforge.
2. The Customer shall not remove, alter, or change any trademarks, markings, or symbols embedded by Aeroforge on any of its products. The Customer shall not and will not authorize any third party to modify alter, or reverse engineer, disassemble, or decompile the products.

K. Standard Warranty

1. Aeroforge standard warranty is applicable and available either upon request.



L. Choice of Law, Venue, Attorney Fees, and Limitation on Claims

1. The Terms and Conditions of Sale shall be governed by the laws of the State of Washington. The Customer irrevocably submits to the exclusive jurisdiction of the courts of Pierce County in the State of Washington.
2. In the event the Customer shall default in any of its obligations, the Customer shall be liable for Aeroforge's cost of collection, including reasonable attorney fees.
3. Any legal action by the Customer, with respect to any transaction must be commenced within one year after the cause of action