

Terms & Conditions

Terms & Condition of Sale (Falcon Dynamics, Inc. referred as the "Seller")

1. Unless otherwise stated on an attachment hereto or specifically agreed to in writing by the (buyer of the products) purchased (the parts) and an authorized officer of Falcon Dynamics, Inc., the (seller) the sale of the parts will be made under the following terms and conditions.
2. Delivery of parts shall be F.O.B. Falcon Dynamics, Inc., facility. Risk of loss shall pass to buyer upon delivery of the parts to buyer or a representative thereof. In case where no written instruction of shipping from buyer exist, but carrier shall not be the agent of seller, seller shall not be responsible for delay or damage incurred in shipment to buyer.
3. The full payment of the entire invoices amount is due and payable to seller in US dollars within 30 Days from the date of the invoice. Unless otherwise stated on the invoice. If payment is not received within the 30 day period, (buyer) agrees to pay seller additional fee of 2 1/2% equal to the interest per month. Purchaser agrees to pay all costs of collections, including attorney fees, all court cost if it becomes to enforce payment thereof.
4. Unless otherwise stated, prices listed do not include duties or sales tax, and value added or similar taxes payable as a result of Buyer's purchase or use of the parts. Buyer shall, in addition to paying specified prices, pay or reimburse Seller for any such duties or taxes.
5. Delivery shall be deemed to be complete upon receipt and inspection of goods by Purchaser, such inspection shall be made within 48 hours of receipt of goods. Goods may not be returned without Seller's prior authorization. Request for authorization must be made by Purchaser within 7 days of receipt of goods. Goods authorized for return must be returned to Seller within 10 days of Seller's shipping date and must be accompanied by the original paperwork. Upon the return of goods pursuant to authorization Seller may at its option repair or replace the goods, refund the purchase price or issue credit. Seller shall in no way be liable or responsible for incidental or consequential damages arising out of the shipment of non-conforming, defective and/or damaged goods.
6. Returned goods may be subject to 25% restocking fee or 15% cancellation fee. No returns are accepted after 30 days of the invoice date.
7. Subject to Section 8, Seller warrants to Buyer that each part delivered to Buyer hereunder will conform to its general description and that to the best of Seller's knowledge based on the documentation for the part available to Seller, each such part (a) is U.S. type certified by a manufacturer holding a U.S. production certificate or license agreement with the prime manufacturer, (b) if used, was removed from a serviceable unit that had not been subject to severe stress of heat (as in, a major engine failure, accident or fire). A Returned Material Authorization (RMA) number must be issued by Seller and accompany any returned part. Any replaced part shall become the property of seller. Except as set for in this Section 7, the parts are sold to Buyer "AS IS", Seller makes no warranty, agreement

or representation, express or implied, as to the Quality, Condition, Value or Utility of the parts including but not limited to any implied warranty of merchantability or fitness for a particular purpose, and Seller and its directors, employees, agents and affiliated entities (collectively, "related parties") shall have no liability in contract, tort (including for negligence or liability of seller or nay related party) or otherwise for any loss, damage, expense of injury resulting from or arising out of any defect in or non-conformity of parts purchased hereunder.

8. In no event shall seller or any of its related parties be liable in contract, tort (including negligence or strict liability) or otherwise for lost revenues or profits, loss of use of the parts or any other special, indirect or consequential damages resulting from or arising out of any breach by seller or its related parties of this agreement, other obligations or duties relating to this is transaction or Buyer's ordering, using, owning or disposing of the parts, even if seller or its related parties have been advised of the possibility of such damage. The total liability of seller and its related parties to buyer and others in contract tort (including negligence or strict liability) or otherwise resulting from or arising out of any cause whatsoever in connection with this agreement or Buyer's purchase, use and disposition of any item of the parts shall under no circumstance exceed the purchase price paid for the item by Buyer, no action, regardless of form, arising out of this agreement or buyer's purchase of the parts may be brought against seller or any of its related parties more than 1 year after the cause of action accrues.
9. To secure full performance of Buyer's obligations hereunder, Seller retains and Buyer grants to Seller a purchase money security interest in the parts, including all accessions to and replacement and proceeds of the parts. If buyer defaults in making payments or in its obligations hereunder, -Seller, in addition to its other rights and remedies provided in the California Commercial Code and otherwise, may enforce its security interest and retake possession of the parts in accordance with applicable law. It is agreed that 15 days shall constitute reasonable Notice to Buyer with respect to the enforcement of such rights and remedies in the event such notice is required by applicable laws. Seller's security interest shall terminate upon full performance of Buyer's obligations hereunder. All parts sold remains the property of the Seller until paid in full.
10. This agreement and performance by the parties hereunder shall be construed in accordance with and governed by the laws of California. Any action or proceeding to take place, any provisions relating to this agreement shall be brought in the courts of the state of California and Buyer and Seller hereby consent to the jurisdiction of such courts for any purposes of any action or proceeding. If any provision of this agreement shall be held by a court of competent jurisdiction to be unenforceable to any extent, that; provision shall be enforced to the fullest extent permitted by law and the remaining provisions shall remain in full force and effect.
11. This agreement shall be binding upon the parties and their respective successors and assigns. However, unless otherwise agreed to in writing by Seller, any assignment of this agreement or any rights or duties hereunder by Buyer shall be void. This agreement is not intended to confer rights against Seller to any person other than Buyer and its successors and assignors.

12. The express terms and conditions contained on the face those set forth on any continuation sheets; contain the entire understanding of the parties with respect to the sale of the material. Any terms and conditions proposed in Buyer's Purchase Order which add to, vary from or conflict with the terms and conditions herein are hereby expressly objected to and may become effective only if accepted by Falcon Dynamics, Inc., in writing.

WARRANTY TERMS AND CONDITIONS

1. Falcon Dynamics Inc., here warrant that all its parts shipped were not obtained from any government or military source and have not been subject to extreme stress or heat or immersed in salt water (as in major failure, accident, incident, or heat) unless otherwise stated.
2. All New, NS parts comes with 30 days warranty from the date of the invoice
3. All supplied Overhaul parts comes with 1 year warranty from the date of overhaul
4. All supplied Serviceable parts comes with 6 month warranty from the date of repair
5. All supplied Inspected parts comes with 30 days warranty from the date of the invoice
6. All claims must be submitted 30 days prior to the expiration of the warranty for Overhaul and Serviceable parts

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TC01 RIGHT OF ENTRY

The buyer and buyers customer, and their customers, or any applicable regulatory agency will have the right to enter the supplier's facility to perform inspection or ensure compliance to the contract.

TC02 RECORD RETENTION

Supplier shall retain all records pertaining to material/ mfg process special processes, test and inspection for a minimum of 7 years or as required by the customer; changes to this requirement shall be addressed on the purchase order. Additional quality requirements may apply when referenced in the po.

TC03 AMENDMENTS

To this order, and/or quality clauses shall be set forth in writing, via purchase order change notice, and /or revisions to the purchase order quality clauses.

TC04 NONCONFORMING PRODUCT

In the event that the product is identified as non-conforming after the product has been shipped, the supplier shall provide notification of such escape.

		Additionally supplier shall control non conforming product to prevent the product from leaving the facility, unless otherwise approved in writing. Obtain organization approval for non conforming product disposition.
TC05	TRACEABILITY	All parts / material and applicable documents must be identified by a manufacturing lot or batch number by the supplier.
TC06	QUALITY MANAGEMENT SYSTEM	Suppliers shall implement and maintain a quality management system in compliance with AS9100 and/or ISO9001.
TC07	CHANGES	Supplier shall notify the organization of changes in product and/or process, changes of suppliers, changes of manufacturing facility locations and where required obtain organization approval.
TC08	FLOW DOWN	Suppliers shall flow down the requirements listed on the purchase orders including customer requirements to their supply chain.
TC09	PERSONNEL QUALIFICATION	When required by purchase orders personnel shall be qualified to specific processes.
TC10	CERTIFICATE OF CONFORMANCE	When required by purchase orders certificate of conformance shall be provided.
TC11	TEST REPORTS	When required by purchase order test reports shall be provided.
TC12	ITAR	When required by purchase order, ITAR controls shall be applied.
TC13	DFAR	When required by purchase order dfar controls shall be applied.