

Customer/Vendor Terms & Conditions

I. TERMS AND COMPLIANCE

Customer agree to not sell, export, re-export, or ship any part(s), materials, or documents acquired from AOG Logistics, Inc. to current embargoed or banned nations, entities and/or people as set forth by the United States Government. For a current list of embargoed or banned nations, entities and/or people, contact the U.S Department of Commerce.

Customer shall acquire and obtain any licenses or prior approvals required by the U.S. Government for sale, export, and re-export of part(s), products, or other materials purchased from AOG Logistics, Inc.

Customer will abide by all United States export laws and regulations for all part(s), products, and other materials purchased from AOG Logistics, Inc.

Customer will not sell, export, or re-export any part(s), products, or other materials purchased from AOG Logistics, Inc. for use in the development or production of nuclear, chemical, or bio-chemical weapons.

Customer agrees that if any of the above items (1-4) are not met, the purchase order or business is subject to cancellation or termination.

Should a violation of any of these terms occur, the Customer shall notify AOG Logistics, Inc. immediately, fully co-operate in any and all investigations or litigation and shall indemnify AOG Logistics, Inc. against any fees, fines and damages associated with the Customer's violation.

II. CONDITIONS OF SALE

A purchase order must be received in documented format either by fax or e-mail. Orders may be e-mailed directly to a sales representative or sent to the sales department:

(a) -Email: sales@aoglogistics.com

(b) -Fax: (954) 367-8278

2. Purchase orders will not be accepted over the phone.

3. In the event that more than one company sends a purchase order for a given part(s) at a mutually agreed price, the first purchase order received in hand will be the accepted order.

4. The minimum dollar amount for a purchase order is \$100USD.

5. The minimum purchase price to guarantee a part repairable is \$500USD. Any sales below \$500USD are considered "as-is" sales and are not eligible for return.

6. A \$250USD fee will apply to all AOG orders received after 5:00 p.m. EST on weekdays, weekends and holidays,

7. AOG Logistics, Inc. does not offer a warranty on any part(s) outside of any extended warranty issued by a repair facility for repaired, overhauled, or new units. For information on any extended warranties, please ask an Account Manager.
 - (a) -Guaranteed Repairable – AOG Logistics, Inc. guarantees the part(s) will be capable of being restored to an airworthy condition through an FAA approved repair station. If this condition cannot be met, the part(s) is eligible for return. AOG Logistics, Inc. does not guarantee or warrant the condition or airworthiness of a part.

 - (b) -Guaranteed upon installation – AOG Logistics, Inc. guarantees that if a part has been repaired or overhauled prior to sale, it is guaranteed to be operable upon installation. If this condition cannot be met, the part is eligible for return. AOG Logistics, Inc. does not guarantee or warrant the condition or airworthiness of a part. All guarantees as to the merchant, fitness or airworthiness of a component are the responsibility of the Customer and the FAA approved repair station.

8. Hazmat shipments subject to a minimum \$150USD fee.

9. Final title transfer of a purchased item occurs upon AOG Logistics, Inc. receipt of payment.

10. DISCLAIMER-Other than the express representations and warranties of Seller set forth in this agreement the purchased assets are being sold and assigned here-under "AS IS, WHERE IS" and PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE OR WILL BE DEEMED TO HAVE MADE ANY TERM, CONDITION, REPRESENTATION, WARRANTY OR COVENANT EXPRESS OR IMPLIED (WHETHER STATUTORY OR OTHERWISE) AS TO ANY AND ALL WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED (WHETHER STATUTORY OR OTHERWISE) WITH RESPECT TO, (a) THE CAPACITY, AGE, AIRWORTHINESS, CONDITION, VALUE, QUALITY, DURABILITY, DESCRIPTION, CONDITION (WHETHER OF THE PART(S), ANY PART THEREOF OR ITS RECORDS), DESIGN, WORKMANSHIP, MATERIALS, MANUFACTURE, CONSTRUCTION, OPERATION, STATE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR SUITABILITY OF THE PART(S) OR ANY PART THEREOF,

(b) THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, KNOWN OR UNKNOWN, APPARENT OR CONCEALED, EXTERIOR OR INTERIOR,

(c) THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS,

(d) ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE OR

(e) ANY OTHER REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSET, ANY PART THEREOF OR ITS RECORDS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED, IT BEING UNDERSTOOD THAT NOTHING HEREIN WILL BE DEEMED TO LIMIT THE PURCHASER FROM AVAILING ITSELF OF ANY WARRANTIES, COVENANTS, AND REPRESENTATIONS OF ANY MANUFACTURER.

11. All part(s) are sold "As Is Where Is" by AOG Logistics, Inc. Customer agrees to defend, indemnify, and hold harmless AOG Logistics, Inc. and the previous owner/operator of the Part(s), its affiliates, officers, servants, agents, and employees from and against any and all liabilities, losses, damages, demands, fines, penalties, and claims of any kind whatsoever, including all costs, expenses, and reasonable attorneys' fees incidental thereto, which may be suffered by, accrued against, chargeable to, or recoverable from AOG Logistics, Inc. as a result of injury to or death of any person, or damage to, loss or destruction of property arising out of Customers' or its lessees possession, ownership, use, lease, or operation of the part(s) purchased from AOG Logistics, Inc. 12. Unless otherwise agreed between Customer and Account Management, any Customer orders that

do not ship within 5 business days of the agreed upon ship date, due to Customer induced delays, may be cancelled by AOG Logistics, Inc.

13. If an exchange transaction is requested, Customer is required to complete and return an exchange agreement from AOG Logistics, Inc., outlining the terms of the exchange transaction.

(a) A signed exchange agreement must be received back from the Customer prior to shipment of the order.

(b) If an exchange core is not returned to AOG Logistics, Inc. within the time-frame noted on the exchange agreement, Customer is subject to a additional exchange fees or will be charged the Agreed Replacement Core Value of the unit on the date the core is due to

AOG Logistics, Inc. in accordance with the exchange agreement.

14. All orders are shipped Free on Board (FOB) from the point of shipment. All part(s) will be shipped EXW Origin (Inco terms 2010). AOG Logistics, Inc. will not be responsible for lost or destroyed shipments that are not insured by the Customer. AOG Logistics, Inc. will not reimburse original shipping cost on returned part(s).

15. International shipments that are shipped on AOG Logistics, Inc. accounts:

(a) Customer will be invoiced for shipping charges on the date of the shipment.

(b) AOG Logistics, Inc. will invoice the customer for all duties, taxes and fees after receiving carrier's invoice.

16. All orders will be shipped using Customer's preferred shipping method and respective account. Any shipping costs originally billed to the Customer's account and in turn is re-billed back to

AOG Logistics, Inc. without prior approval, will incur a 20% handling fee.

III. RETURNS

A Return Merchandise Authorization (RMA) may be issued for a part(s) if one (or more) of the following occur:

(a) The Customer receives the incorrect unit from that which was listed on the Customers purchase order.

(b)The Customer receives a damaged or broken unit without prior notification, not inclusive of damage(s) due to shipping.

(c)The part(s) ordered is unable to pass a FAA and/or EASA and/or CAAC and/or manufacturer repair standards and/or mutually agreed upon to be Beyond Economical Repair (BER).

(d)The part(s) ordered is not operational upon installation.

2. In order to obtain an RMA from AOG Logistics, Inc. regarding an issue on a part(s), the Customer must contact AOG Logistics, Inc. account manager that processed the original Purchase Order. The customer is obligated to provide supporting documentation to AOG Logistics, Inc. of the issue which must include but is not limited to:

(a) Shop Report from an approved FAA certified repair facility.

(b) A report from an airline or appropriate aircraft operator quality control department that the part(s) was not operational upon installation

(c) A picture of the part(s) showing either visible damage or that the incorrect part(s) was received by Customer.

3. All RMA's are subject to a 20% restock fee.

4. All RMA requests must be received within 30 days from Invoice date. Failure to do so and provide all supporting documentation within 30 days will result in the denial of a request.

5. All part(s) being returned must be received in AOG Logistics, Inc. warehouse within 14 calendar days of RMA issue date.

6. All returns must be pre-approved and cannot be returned without prior receipt of an RMA form from AOG Logistics, Inc.

7. Customer is required to follow the instructions for return of the part(s) as per the RMA form. The RMA number must be referenced on all documentation pertaining to the return and must also be clearly marked on the outside of the returned package. If this condition is not met, the Customer is subject to a \$100USD fee.

8. Any part returned to AOG Logistics, Inc. adulterated, damaged or missing subcomponents will void the Customer's request for RMA and may trigger additional actions.

IV. EXCHANGES

AOG Logistics, Inc. will exchange an Exchange Unit ("Exchange Unit") with a Customer's replacement unit ("Core Unit") which shall be returned in As Removed ("AR") for an agreed amount ("Exchange Fee").

Customer agrees to pay the Exchange Fee plus all transportation costs (including customs fees and charges), re-certification and/or overhaul costs incurred by AOG Logistics, Inc.

AOG Logistics, Inc. reserves the right to charge a handling fee for the re-certification cost of a core unit as a repair management cost, a repair station quote will be provided and it will be the customers responsibility to pay. Payment or credit terms will be pre-agreed between the Customer and AOG Logistics, Inc. A deposit of the full outright value may be required if the customer does not have sufficient available credit. Exchange Units returned because of confirmed failure will be processed in accordance with the returns and "Warranty" policies.

Customer has 30 calendar days from the date of AOG Logistics's original ship date, to deliver a Core Unit and Required Documentation (see below) back to AOG Logistics. Please retain proof of shipment

information. Returned Core Unit must be "Repairable" and must be the same part number, dash number, mod status and MRO quality as the exchange unit or better. All core units must have data plates, and be without damage. Any deviation to the above must be approved by the AOG Logistics prior to the return of the Core Unit. Improperly returned Core Units due to documentation or part discrepancies will be returned to the Customer at Customer's expense and Customer will continue to be charged a monthly exchange fee until any discrepancy is resolved.

Return off-units must be accompanied by the following ("Required Documentation"):

Unserviceable tags containing "Reason for Removal" information.

A Part or Material Certification Form (ATA 106 format preferred) that includes:

Source of the part fully traceable and documented to a FAA Part 121 or 129 certificate holder;

A statement from a FAA Part 121 or 129 certificate holder that the part is not incident related and has not been subjected to or any unusual stress or heat;

A statement from a FAA Part 121 or 129 certificate holder that the part was not procure from any government or military source.

The Replaced Component shall be identical ("like for like") with the Replacement Component and be in same or better condition than the originally supplied Component, have a full traceable history, be of same age and life time limitations, and be of a modification standard that is acceptable to AOG Logistics, Inc. AOG Logistics Inc. may (a) reject the returned Replaced Component and convert the exchange transaction into a sale or (b) have the Replaced Component overhauled at Customer's expense. In case of conversion to sale, the original exchange fee as well as late fees as provided shall apply. Notwithstanding foregoing, for any Component subject to a manufacturer's life limitation clause shall apply.

Customer agrees and warrants that title to, and ownership of, the Exchange Unit shall remain with and be vested in AOG Logistics, Inc. without encumbrances, until such unit is installed on Customer's aircraft, at which time AOG Logistics, Inc. surrenders title to Exchange Unit and simultaneously gain title to, and ownership of, the identical Core Unit removed from such Customer aircraft on which Exchange Unit was

installed. Customer agrees to perfect and deliver such title, ownership, and off-unit to AOG Logistics, Inc. as required by Agreement.

If AOG Logistics, Inc. has not received a proper Core Unit and the Required Documentation" within the 30 calendar days of the date the Exchange Unit is shipped from the AOG Logistics, Inc., the Customer will be billed a second Exchange Fee if agreed by AOG Logistics or charged the Replacement Value. After the second exchange period expires and AOG Logistics, Inc. has not received Core Unit with Required Documentation, the Customer will be charged the "Agreed Replacement Value" in addition to any Exchange Fees already incurred by the Customer.

The Customer will be notified if the Core Unit repair/overhaul cost, as applicable, is eighty (80%) percent or greater of the Agreed Replacement Value and will be allotted 7 calendar days from the day of notification to supply an alternative Core Unit, or accept the applicable Replacement Value charges. If the repair facility provides documentation stating that the unit is Beyond Economical Repair (BER), AOG Logistics, Inc. will automatically charge the Customer the Agreed Replacement Value of the unit and supply Customer with supporting shop documentation unless agreed upon between Customer and AOG Logistics, Inc.