

EAST AIR CORPORATION
Standard Terms and Conditions of Purchase

1. No conditions inserted by seller in acknowledging and accepting this order shall be effective if in conflict with the instructions, terms and conditions contained in this document or in any purchase order unless such conditions are accepted in writing by East Air Corporation (hereinafter the "Buyer").
2. Buyer reserves the right to cancel this order for any reason whatsoever prior to subject material being delivered, inspected and accepted by Buyer without penalty.
3. Time of delivery is essential to this contract. Buyer reserves the right to refuse any goods and to cancel all or any part of this order if seller fails to deliver all or any parts in accordance with the terms of this order. Acceptance of any part of the order shall not bind Buyer to accept future shipments, nor deprive it of the right to return goods already accepted. All materials subject to inspection and acceptance at the Buyer's facility located in Hackensack, NJ.
4. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight, express or other transportation charges, and the risk of loss or damage in transit shall be upon the seller.
5. Seller agrees to indemnify Buyer and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trade-mark, patent or copyright infringements, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the Buyer.
6. Seller further warrants that the articles, assemblies and materials furnished under this order shall be free from defects in material and workmanship; and said express warranty shall remain in effect, as to each article, assemble and material furnished for a period of one year after it is applied to a use for which it was intended.
7. This contract shall be governed by and construed according to the laws of the state of New Jersey, U.S.A.
8. This contract may not be modified or terminated orally, and no modification of termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.
9. Specifications - All items delivered by seller must comply with FAA, U.S. Government or original O.E.M. specifications. Should such specifications be revised prior to shipment, Buyer must give written consent to any revised specifications. Acceptance/Rejection authority relative to material specifications, dimensions, tolerances and overall quality of goods ordered shall be transferable to Buyer's end-customer in so much as that end-user can claim substantial evidence to support and prove the claim to be accurate.
10. Export License - Buyer shall be responsible for obtaining an export license or similar authorization required by the U.S. Government for the export of the goods purchased under this order. Other arrangements are allowed upon the written agreement of the parties hereto.
11. Seller's signed acknowledgement of this order and/or seller's shipment of any material against this order constitutes the seller's legal acceptance of all provisions set forth in this contract.

THE FOLLOWING IS APPLICABLE TO PURCHASE OF ARTICLES, ASSEMBLIES, AND MATERIALS LOCATED OUTSIDE OF THE UNITED STATES BUT ORIGINALLY PRODUCED WITHIN THE TERRITORIES OF THE UNITED STATES FOR RETURN SHIPMENT TO THE UNITED STATES:

12. Seller further warrants that all of said articles, assemblies and materials sold herein are the growth, produce or manufacture of the United States; that they are returned or shipped to the United States without having been advanced in value or improved in condition by any process of manufacture or other means, since being exported from the United States; that no drawback, bounty or allowance has been paid or admitted on said articles, assemblies and materials, or any part thereof.