

#### TERMS AND CONDITIONS APPLICABLE TO ALL SALES

The terms and condition set forth below are part of every sale of goods by Blue Sky Aerospace, LLC ( Blue Sky Aerospace ). They may not be added to, modified, or otherwise altered, except by a written instrument signed by an authorized representative of Blue Sky Aerospace making specific references to this Invoice. Please understand that by issuing a purchase order, placing an order by telephone, or by requesting goods through any other document offered for sale by Blue Sky Aerospace, or by accepting delivery of such goods, the customer listed on the reverse side of this Invoice ( Customer ) hereby expressly agrees to the conditions set forth below. Blue Sky Aerospace hereby objects to any different or additional terms and conditions in Customer s acceptance unless expressly agreed to in the manner set forth above.

#### PAYMENT TERMS; PURCHASE MONEY SECURITY INTEREST

Payment for all amounts due listed on the reverse page of this Invoice shall be made in U.S. Dollars, and unless otherwise stated on the reverse page of this Invoice and signed by an authorized representative of Blue Sky Aerospace, shall be due and payable net thirty (30) days. Unless otherwise agreed to in writing, all payments shall be non-refundable. All parts, repair or shipment of the goods to pre-pay customers will not begin until all funds clear – NO EXCEPTIONS. The prices quoted are exclusive of shipping costs and all taxes with respect to the purchase or use of the goods purchased hereunder, which shall be the sole responsibility of Customer. Customer shall pay to Blue Sky Aerospace an amount equal to all taxes paid, payable or required to be collected by Blue Sky Aerospace. If payment is not made within 30 days of its due date, interest shall accrue on any unpaid balance at the lesser of (i) 1.5% per month or (ii) the highest rate permitted by applicable law. Blue Sky Aerospace shall retain a purchase money security interest in all goods sold to Customer until payment in full for all such goods is received by Blue Sky Aerospace, and Customer hereby agrees to promptly execute and deliver to Blue Sky Aerospace such further documents as Blue Sky Aerospace may request to perfect such security interest, including, without limitation, security agreements and financing statements to be filed with the Federal Aviation Administration ( FAA ).

#### ORDERING INFORMATION

All orders must be made or confirmed in writing, and are subject to approval and confirmation upon receipt by Blue Sky Aerospace. Cancellation of orders may not be made without the written consent of Blue Sky Aerospace, and provided further that specially ordered systems(s) may not be canceled without payment to Blue Sky Aerospace for all expenses involved (repair, overhaul, evaluation cost, and freight to and from the repair station), and such cancellation must be approved in writing by Blue Sky Aerospace.

#### DELIVERY; EXPORT; COMPLIANCE WITH LAWS

All goods purchased by Customer hereunder, shall be delivered F.O.B. Blue Sky Aerospace s warehouse in Boca Raton, Florida. The goods purchased hereunder may be subject to export controls imposed on Blue Sky Aerospace and Customer by the U.S. Export Administration Act, United States Departments of Commerce, Treasury, and State Regulations and Directives, and Other United States Law (collectively Export Laws ). Customer agrees to strictly comply with all such regulations, and acknowledges that it has the sole responsibility to obtain licenses to export or re-export all goods purchased by Customer from Blue Sky Aerospace. Customer represents and warrants that the goods (i) shall not be exported, directly or indirectly, in violation of any Export Laws; and (ii) are not intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

#### LIMITED WARRANTY

EXCEPT AS EXPRESSLY STATED ON THE REVERSE SIDE OF THIS INVOICE, BLUE SKY AEROSPACE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, OR NON-INFRINGEMENT, ON ANY GOOD PURCHASED BY CUSTOMER, AND CUSTOMER AGREES THAT IT PURCHASES SUCH GOODS AS IS, WHERE IS.

#### LIMITATION OF LIABILITY

Blue Sky Aerospace shall not be liable to customer, its shareholders, officers, directors, employees, consultants, or agents or to any other person, firm, or corporation for any incidental or consequential loss, damage, or injury arising out of any breach of warranty or any other act or default relating to Customer s order or to goods provided to Customer, even if any such loss, damage or injury is caused by Blue Sky Aerospace s negligence. The correction of defects as provided in the appropriate warranty shall constitute Blue Sky Aerospace s full obligation with respect to all claims, and Blue Sky Aerospace s liability shall in no event exceed the unit purchase price of the good(s) in question. Any lawsuit or other action based upon breach of this contract or upon any other claim arising out of this sale (other than an action by Blue Sky Aerospace against Customer for any amount due Blue Sky Aerospace by Customer) must be brought within one (1) year from the date the good(s) are tendered for delivery by Blue Sky Aerospace or, in the case of a cause of action based upon an alleged breach of warranty, within one (1) year from the date that the defect is or should have been discovered by Customer.

#### NOTICE OF CLAIMS: RETURNS

Immediately upon receipt of the goods purchased hereunder, Customer shall inspect same. Any claim, including, but not limited to, claims for document deficiency, defect or shortage shall be made in writing to Blue Sky Aerospace at the address stated hereon within thirty (30) days after Customer s receipt of the applicable goods. Failure to notify Blue Sky Aerospace in writing of a claim in the manner provided herein constitutes a waiver of the claim. No good may be returned to Blue Sky Aerospace without Blue Sky Aerospace s prior written consent, the issuance of an RMA number by Blue Sky Aerospace, and in accordance with instructions furnished by Blue Sky Aerospace, postage prepaid. ALL RETURN SHIPMENTS MUST BE IDENTIFIED BY THE APPLICABLE RMA NUMBER. All original documentation must be returned with the good for any claim to be considered. Any item returned without prior authorization will be subject to a 20% restocking fee.

#### INDEMNIFICATION

By accepting the goods specified by this invoice, Customer agrees to defend, protect and hold harmless Blue Sky Aerospace, its shareholders, officers, directors, employees, consultants, agents, successors, and assigns from and against all suits at law or in equity, and from all damages, liabilities, taxes, expenses (including reasonable attorney's fees and expenses) claims and demands related to the purchase of such items, or Customer s violation of any Export Laws.

#### LIMITATION OF DELIVERY

Blue Sky Aerospace shall be excused from liability for failure to deliver or install the system(s) to Customer where such failure is due to an act of God, a public enemy, fires, earthquakes, floods, strikes, labor difficulties, transportation embargoes, domestic or international act of terrorism, or other similar causes beyond the control of Blue Sky Aerospace.

#### GOVERNING LAW, ASSIGNMENT, VENUE AND JURISDICTION

This contract is being made pursuant to and shall be construed in accordance with the laws of Florida. This contract may not be assigned by Customer without Blue Sky Aerospace s express written consent. In consideration for the system(s) received from Blue Sky Aerospace under this contract, Customer hereby irrevocably and unconditionally agrees to the service of process of the Courts of Palm Beach County, Florida in any lawsuit, whether at law or equity, and agrees that notice may be served by Blue Sky Aerospace by mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to Customer s last known address, such service to be effective on the date indicated on the postal receipt returned or denied by Customer or the date returned for incorrect address if Customer moves without notifying Blue Sky Aerospace of Customer s new address in writing.

#### ATTORNEY'S FEES AND COSTS

In the event of a default under this Agreement, Customer agrees to pay Blue Sky Aerospace the attorney s fees and costs incurred by Blue Sky Aerospace in bringing any lawsuit, whether at law or equity, to recover the sums due Blue Sky Aerospace by Customer. The attorney s fees and costs recoverable by Blue Sky Aerospace shall include those incurred by Blue Sky Aerospace in any appellate proceedings, and in any proceeding required to collect any judgment rendered in connection therewith. -

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CONDITION CODES		
AR AS Removed	HM Heavy Maintenance Engine	RD Repaired
BR Beyond Economical Repair	NS New Surplus	RP Repairable
DA Disassembled	NU Surplus New (unused)	SV Serviceable
FN New	OH Overhauled	XX Un-repairable Junk