

## TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing and signed by an authorized employee of Boeing Distribution New Zealand Ltd ("BDI") the following terms and conditions of sale ("Agreement") apply to all sales of products from BDI to Buyer. Any different or additional terms and conditions proposed by Buyer in its purchase order, or otherwise, are objected to by BDI. Buyer's assent to this Agreement is conclusively presumed from Buyer's failure to reasonably object in writing and from Buyer's acceptance of all or part of the products ordered. This Agreement represents the entire agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are cancelled and superseded by this Agreement.

**1. PRICES.** All quotations are made for immediate acceptance and are subject to change without notice prior to acceptance. All sales by BDI are EXW (Incoterms© 2010) BDI's warehouse dock unless otherwise specified in writing by BDI. Prices are stated in United States Dollars, exclusive of sales, use, excise or similar taxes, and are subject to any price adjustment necessitated by BDI's compliance with any act of government. Any tax or other governmental charge upon the production, sale, shipment or use of the product which BDI is required to pay or collect from Buyer shall be paid by Buyer to BDI unless Buyer furnishes BDI with a tax exemption certificate acceptable to the appropriate taxing authority.

**2. PAYMENT.** Unless BDI's Director of Credit and Collections has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents issued by BDI for the products, payment terms are net 30 days in United States currency. BDI reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, BDI may defer further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer's order. Buyer agrees to pay interest on all past due invoices at the highest contractual rate allowable under the laws of the State of Texas.

**3. TERMS OF SHIPMENT, ACCEPTANCE.** BDI will make products available to Buyer EXW (Incoterms 2010) BDI's warehouse dock. Upon notification to Buyer or Buyer's agent, title to products passes at the same time as risk of loss in accordance with the Incoterm specified in paragraph 1. By accepting products at BDI's warehouse dock, Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. End items and/or spare parts shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air and/or surface transportation.

**4. DATE OF SHIPMENT.** Shipping dates are given at the best of BDI's knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer. BDI will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising from its failure to ship by the estimated shipping date.

**5. CANCELLATION OF ORDER BY BUYER: RETURN OF PRODUCTS FOR CREDIT.** Buyer's order may not be modified or rescinded except in writing signed by BDI and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between BDI and Buyers, shall pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit. In any circumstance, BDI's written consent must be given in advance of Buyer's return of products for credit.

**6. FORCE MAJEURE.** BDI shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond BDI's reasonable control.

**7. DISCLAIMER OF ANY WARRANTY.** BUYER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM BDI IN BDI'S CAPACITY AS A DISTRIBUTOR OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. BUYER ACKNOWLEDGES THAT IT WILL LOOK SOLELY TO THE WARRANTY(IES), IF ANY, PROVIDED BY THE MANUFACTURER AND THAT BDI MAKES NO WARRANTIES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR

STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**8. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY.** In the event Buyer claims that BDI has breached any of its obligations under this Agreement, BDI may request the return of the products and tender to the Buyer the purchase price therefore paid by Buyer and, in such event, BDI shall have no further obligations under this Agreement except to refund such purchase price upon redelivery of the products. If BDI so requests the return of the products, the products shall be redelivered to BDI in accordance with BDI's instructions at BDI's expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST BDI FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL BDI BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, ANY DAMAGE TO AIRCRAFT, or LOSS OF USE. NOR SHALL BDI'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.

**9. GOVERNING LAW, VENUE, LIMITATION OF ACTIONS.** A contract arising between BDI and Buyer in respect to goods will be governed by the laws in force in New Zealand. The operation of the United Nations Convention on contracts for the International Sale of Goods is excluded from any contract between BDI and Buyer where Buyer has a place of business outside of New Zealand. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or proceeding by Buyer against BDI with respect to this Agreement will be brought in a court of competent jurisdiction located in Auckland, New Zealand.

**10. U.S. AND INTERNATIONAL TRADE CONTROL LAWS AND REGULATIONS:** Buyer will comply with all applicable import, export and sanctions statutes, laws, regulations and guidelines of the United States and of any jurisdiction in which Buyer does business, and with all applicable export and import licenses and their provisions. Buyer shall not make any dispositions, re-exports or diversion of the products purchased from BDI except as United States laws may expressly permit.

Any trade data exchanged or obtained is for reference only and is not to be used for conducting Customs business as defined under 19 CFR Part 111. BDI makes this data available for informational purposes only. It may not reflect the most current legal developments, and BDI does not represent, warrant or guarantee that it is complete, accurate or up-to-date. This information is subject to change without notice. The information is not intended to constitute legal advice.

Buyer acknowledges the export transactions from the United States that are routed export transactions are as defined in the U.S. Export Administration Regulations, 15 C.F.R. § 772.1 and Federal Trade Regulations, 15 C.F.R. § 30.1(c). Buyer as the foreign party shall be considered the Foreign Principal Party in Interest (FPPI) for these transactions, and as the FPPI authorizes their U.S. agent to facilitate the export of items from the United States on the Buyer's behalf and prepare and file the electronic export information (EEI) in the Automated Export System (AES). Buyer will comply with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i) by supplying US Agent with a Power of Attorney or other form of written authorization and will provide a copy to BDI, upon request. Buyer will also instruct their US Agent to provide BDI a copy, upon request, of the AES transaction and Airwaybill within 5 days of export to [export@shop.boeing.com](mailto:export@shop.boeing.com). BDI will provide all EEI to Buyer's US Agent as required under 15 C.F.R. § 30.3(e)(1) to complete the AES filing.

**11. TRANSPORTATION SECURITY REQUIREMENTS:** Buyer agrees to make a good faith effort to require its agents (including, but not limited to, brokers and freight forwarders) to (i) comply with all applicable transportation security laws and regulations, and (ii) provide proper identification and purchase order number when picking up products from BDI.