



Daher-Socata  
Spare Parts Sales  
Terms and Conditions and  
Exclusive Limited Warranty

# Spare Parts Sales Terms and Conditions and Exclusive Limited Warranty

Unless otherwise expressly agreed in writing by the parties, all new and used spare part (“**Spare Part**”) sales by Socata (“**Seller**”) are subject to the following terms and conditions, including Exclusive Limited Warranty:

## **1. PRICES AND TERMS OF PAYMENT.**

- (a) All prices shown are in euro or U.S. dollars for new and used Spare Parts delivered from Seller’s facility in Tarbes, France. Prices do not include taxes, excise tariffs or charges, customs duties, customs broker’s fees or other levies. Any and all such sales taxes, tariffs, charges, duties, fees or levies that may be due as a result of the undersigned buyer’s (the “**Buyer’s**”) acquisition of Spare Parts shall be paid by Buyer, and Buyer agrees to indemnify Seller for, and hold Seller harmless from, any and all such taxes, tariffs, charges, duties, levies and fees, including Seller’s reasonable attorney’s fees and costs incurred in defense of any collection action, whether incurred before or at trial or in conjunction with any and all appeals.
- (b) Buyer is solely responsible for all charges incurred in shipping Spare Parts from Seller’s facility.
- (c) Prices contained in Seller’s parts catalogues or other advertising materials are informational only and may be modified at any time, without prior notice. A specific price actually quoted by Seller is valid for 30 days, except as otherwise provided in paragraph 1(g) below.
- (d) Unless otherwise agreed in writing by the parties, cash payment is due in full from Buyer upon delivery of Spare Parts. No discounts will be applied for early payments. All late payments will be subject to interest calculated from the date payment is due at a rate of one and one half percent (1.5%) per month, up to and only up to the maximum rate allowed by applicable law. Seller reserves the right to suspend delivery of all Spare Parts on order if Buyer fails to make payments in accordance with these terms, or those separately agreed to in writing by the parties.
- (e) Orders for oversized Spare Parts or for Spare Parts not in stock at Seller’s facility, including all Spare Parts that must be obtained by Seller from the manufacturer of the Spare Part, may require payment by Buyer of additional shipping costs. All such orders must be pre-paid in full and are final, with no refunds allowed.
- (f) A fee of 27 euros (twenty seven euros) will apply to all drop shipments.
- (g) Manufacturers of Spare Parts may from time to time, and without prior notice, make modifications to Spare Parts being offered for sale by Seller. Seller is not obligated to replace previously delivered Spare Parts with modified parts. Where a price has increased due to such a modification after an order has been accepted, Buyer will be responsible for the increased price unless the price increase exceeds the price of the Spare Part on the original order date by more than twenty (20%) percent. In such cases, Buyer may cancel the order and return the Spare Parts (if previously delivered). Buyer is responsible for shipping costs incurred in returning the Spare Part, if it has been delivered.

## **2. ORDER, DELIVERY AND ACCEPTANCE.**

- (a) All orders for Spare Parts shall be made in writing by letter, facsimile or e-mail to Seller’s facility. Seller does not accept telephone orders. All orders must include all of the following information: part number; price per part; quantity of parts; shipping address and billing address. An order is deemed accepted only upon Seller’s sending of an Order Confirmation to Buyer.
- (b) Unless otherwise expressly agreed in writing, all Spare Parts not available in Seller’s inventory will be delivered at Seller’s facility in Tarbes, France. Transfer of risk of loss of Spare Parts shall pass to Buyer upon delivery thereof to Buyer, at which point any insurance coverage for Spare Parts maintained by Seller will be terminated. Placement by Seller of Spare Parts into the mail or other method of shipment from Seller’s facility shall be deemed to be delivered to the Buyer.
- (c) Unless otherwise expressly agreed in writing, Seller will select the method of shipment. Transportation and insurance charges to destinations beyond Seller’s facility shall be at Buyer’s expense.
- (d) Buyer is responsible to notify the Seller of any damage that occurred during shipment and make any necessary reserves to the freighter.
- (e) Seller is not responsible for damages incurred by Buyer as a result of delays during shipment.
- (f) Within three (3) days after receipt of Spare Parts, Buyer may, after making a reasonable inspection, give written notice to Seller’s Customer Service Department of any claim that Spare Parts do not conform to specifications. Such written notice shall set forth in reasonable detail the manner in which Spare Parts allegedly do not conform. In such cases, Buyer’s remedy shall be in accordance with the Exclusive Limited Warranty set forth in paragraph 5 below. If Buyer retains Spare Parts without giving Seller such written notice within three (3) days after receipt thereof, such failure shall constitute an irrevocable acceptance of Spare Parts, except with respect to Spare Parts that are thereafter accepted for replacement or repair under the terms of the Exclusive Limited Warranty set forth in paragraph 5 below.

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- (g) AOG Orders. Reasonable efforts will be made to ship Spare Parts on the same day that Seller accepts an AOG order, provided that the AOG order is accepted before 3:00 p.m., Local Time. If an AOG order is accepted after 3:00 p.m. Local Time, reasonable efforts will be made to ship Spare Parts on the next business day. A 58 euros (fifty eight euros) fee applies to initiate all AOG orders and a 25 euros (twenty five euros) fee per item.
- (h) Standard Exchanges. A core charge will apply for all Spare Parts delivered as part of a standard exchange. The core charge will be refunded upon receipt of part to be replaced, provided that the part to be replaced is received within thirty (30) days of delivery with proper documentation, and is stated as in good condition after technical evaluation. Based on the condition of the part received, the Seller may keep part or whole of the core charge.
- (i) Buyer is solely responsible for ensuring that Spare Parts ordered from Seller are the correct parts for the aircraft for which they are intended. If there is any doubt as to the correct part needed, Buyer is encouraged to contact Technical Support prior to placing an order.
- (j) Loaners. Spare Parts may be provided as "loaners" only after a separate written agreement has been signed by Seller and Buyer prior to shipment of the part.

### 3. DELAYS.

- (a) In the event delivery of Spare Parts as provided for herein is delayed in excess of thirty (30) days after the acceptance of an order (except for an "**Excusable Delay**" as defined in paragraph 4(b) below), Buyer may cancel the order, in which event the sole liability of Seller to Buyer shall be for the return of any payment actually made on the purchase price by Buyer to Seller.
- (b) Seller shall not be responsible or liable in any way for any failure to perform or delay in performance by Seller due, in whole or in part, to Excusable Delays. An **Excusable Delay** is any failure to perform or delay in performance by Seller that is due to causes beyond Seller's control, including but not limited to acts of God; fire; explosion; acts of the public enemy; war; insurrection; sabotage; labor disputes (regardless of the reasonableness of demands of labor); shortages of labor, fuel, power or materials; failure or delays in transportation; equipment or machinery breakdown; failure or delay of Sellers' sources of supplies; acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government or state or other political subdivision or agency thereof; or judicial action. However, in the event an Excusable Delay causes a delay in delivery of Spare Parts in excess of one hundred eighty (180) days, either party hereto may cancel the order, in which event the sole liability of Seller to Buyer shall be for the return of any payment actually made on the purchase price of such undelivered Spare Parts by Buyer to Seller.

### 4. EXCLUSIVE LIMITED WARRANTY/LIMITATIONS OF BUYER'S RIGHTS AND REMEDIES.

#### **THIS SPARE PARTS EXCLUSIVE LIMITED WARRANTY LIMITS THE BUYER'S RIGHTS AND REMEDIES WITH REGARD TO BOTH THE SELLER AND THE SPARE PARTS' MANUFACTURER.**

#### **A. GENERAL.**

Seller warrants that Spare Parts manufactured by Socata ("the Manufacturer") and sold pursuant to this agreement are free from defects in material and workmanship for the periods defined in this Spare Parts Exclusive Limited Warranty (the "**Warranty**"). The Manufacturer is an intended third-party beneficiary of the provisions of this Exclusive Limited Warranty. Seller makes no warranty as to Spare Parts not manufactured by the Manufacturer ("**non-covered parts**"). Such non-covered parts may be covered by separate and independent warranties issued by their respective manufacturers. Seller assigns to Buyer any such warranties, if any. Those manufacturers are solely responsible for the handling and performance of their warranty processes. AS IS STATED MORE FULLY IN PARAGRAPH 5(G), BELOW, THE EXCLUSIVE LIMITED WARRANTY PROVIDED BY SELLER HEREIN IS PROVIDED IN LIEU OF ANY AND ALL OTHER WARRANTIES AND OTHER RIGHTS BY SELLER OR MANUFACTURER. It is understood by the Buyer and any Distributor (if any) that without the exclusions and limitations on warranties and other rights, other than the Warranty provided herein, Seller would have charged higher prices for Spare Parts.

This Warranty is for the coverage of a proven defect which existed at the date of the delivery of Spare Parts to the Buyer and which is detected and reported during the Warranty period.

THE SELLER, BUYER AND THE DISTRIBUTOR (IF ANY) AGREE THAT THE SPARE PARTS SALE TO WHICH THIS EXCLUSIVE LIMITED WARRANTY RELATES IS A COMMERCIAL TRANSACTION BETWEEN PARTIES THAT HAVE EQUIVALENT BARGAINING POWER WITH REGARD TO THIS TRANSACTION AND THAT THE SPARE PARTS ARE NOT CONSUMER GOODS.

The obligations of the Seller under this Warranty become activated and effective as of the date of delivery of Spare Parts to the Buyer.

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This Warranty shall remain in effect as follows:

- (a) New Spare Parts are warranted for a period of six (6) months from the date of shipment by Seller.
- (b) Used, including repaired and overhauled, Spare Parts are warranted for a period of three (3) months from the date of shipment by Seller.

### **B. WARRANTY SCOPE AND EXCLUSIONS.**

This Warranty shall apply provided Spare Parts are continuously operated, inspected, serviced, maintained and stored in strict compliance with all operating, inspection, service, maintenance and storage instructions and procedures issued by the Manufacturer, including, where applicable, instructions and procedures issued in connection with the aircraft on which Spare Parts are used.

This Warranty does not constitute a perpetual upgrade or product improvement program, nor does it provide coverage for special programs and campaigns offered by the Seller, Manufacturer or any manufacturers of non-covered parts. Campaigns and programs are subject to their own rules of coverage exclusive of this Warranty.

This Warranty does not apply to labor or to parts utilized in connection with: (i) Aircraft Service Bulletins (SB's) issued, or (ii) normal maintenance and inspection services, including, but not limited to, scheduled inspections, pre- and post-flight servicing, cleaning and polishing, routine rigging and calibration checks, or engine tuning.

This Warranty does not apply to Spare Parts which have been subject to misuse, negligence, unauthorized alteration or accident; or which have deteriorated due to extraordinary wear or exposure, including, but not limited to, the effects of hail, volcanic eruption, "acid" rain, dust and/or sand storms, chemical discharge, foreign objects (i.e., stone impact) and other such phenomenon, whether natural or manmade. This Warranty also does not cover normal wear and tear, regular maintenance and repair, or overhauls or damage as made necessary or caused by: (i) acts of God or the public enemy, war, sabotage, riots and vandalism, or (ii) continued use of Spare Parts after and despite the detection of an alleged defect.

This Warranty does not apply to any modification to Spare Parts or to modified Spare Parts unless specifically required or otherwise approved in writing by the Seller or Manufacturer. Optional modifications other than those that are installed by the Seller or Manufacturer prior to the delivery of Spare Parts to the Buyer also are not covered by this Warranty.

This Warranty does not apply to fluids, gasses, agents and component parts subject to normal operational consumption, servicing and wear and tear, including, but not limited to, fuel, oil, hydraulic fluid, oxygen, nitrogen, tire treads, brake linings, light bulbs, neon bulbs, battery electrolytes, lubricants, polishes, waxes, or cleaning agents.

Any costs and expenses, including customs duties, fees and levies, resulting from shipping or transportation in connection with the delivery of Spare Parts for Warranty repairs, with the delivery or return of replaced or replacement parts, or in applying for warranty credit, are not covered under this Warranty. Seller is not responsible for damage to Spare Parts occurring during shipment from Buyer to Seller for Warranty repairs, or from Seller to Buyer following such repairs. Seller is not responsible for any costs incurred by Buyer related to removing Spare Parts from an aircraft for Warranty repairs, or for reassembling Spare Parts (or aircraft) following Warranty repair or replacement. Seller shall bear the cost of shipping a replacement part approved for warranty coverage.

This Warranty shall become null and void for any Spare Parts (or part thereof) from which the manufacturer's trademark, name or serial number has been removed such that its origins cannot be identified.

Neither the Manufacturer nor Seller warrant, and they are hereby relieved of any obligation to warrant, and from any other liability related to, any Spare Parts which are not supplied by Seller.

The Buyer (and any subsequent owner, if any, that is assigned the rights of the Buyer under this Warranty) shall not be entitled to the benefits of this Warranty if it uses Spare Parts in a manner which is not approved by the Seller or Manufacturer. In no event shall the Seller or Manufacturer be liable for any loss or damage to property, or injury or death, in any way related to any and all failures, incidents or accidents involving such non-approved use of Spare Parts.

The Buyer shall not be entitled to the benefits of this Warranty if it does not: (i) maintain complete and accurate records of operations and maintenance of Spare Parts, and (ii) make such records available to the Seller and Manufacturer. The failure of the Buyer to maintain or make available such records shall relieve the Seller of all Warranty obligations. The Buyer shall notify any subsequent retail buyer, owner, assignee, operator or transferee of Spare Parts of their obligation to maintain such records and to make them available for inspection by the Seller and Manufacturer. Whether notified or not, if such person does not comply with the foregoing, that person shall not be entitled to the benefits of this Warranty even if it is otherwise applicable.

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### **C. DEFECT NOTIFICATION.**

Upon discovery of an alleged defect, the Buyer (or any subsequent owner, if any, that is assigned the rights of the Buyer under this Warranty) shall, within twenty-eight (28) days of such discovery, notify the Seller in writing of the full details of the alleged defect. This Warranty requires proof of purchase of Spare Parts from the Seller. This Warranty also requires return of allegedly defective Spare Parts, within twenty-eight (28) days of said discovery, to the Seller's Spare Parts Department for evaluation prior to the approval of any Warranty credit. All materials for which Warranty credit has been issued shall become the sole property of the Seller or Manufacturer.

Any defects which are not reported to the Seller within twenty-eight (28) days from the day of their discovery shall not qualify for any claims under this Warranty.

A defect falls within this Warranty if it is detected during the Warranty period even if the written notice has not been submitted by the Buyer before the expiration of the applicable Warranty period, providing that it is reported within the twenty-eight (28) days after discovery, as stated above.

### **D. CORRECTIVE ACTIONS.**

Upon receipt of timely notification and satisfactory evidence of a covered defect, including return of any allegedly defective Spare Parts, and confirmation of the existence of a defect covered under this Warranty, the sole obligation of the Seller under this Warranty shall be to correct the defect to an airworthy condition under the Manufacturer's technical and design specifications.

The Seller reserves the right to replace Spare Parts with repaired, overhauled or new parts.

Any Spare Parts repaired, overhauled or replaced under this Warranty shall also be warranted be in accordance with this Warranty. However, the applicable warranty period for repaired, overhauled or replacement Spare Parts will be the remainder of the original warranty period as stated in Section 5A, above, of the repaired, overhauled or replaced Spare Parts. Seller's provision of replacement or repaired or overhauled Spare Parts does not extend the Warranty period.

The repair, overhaul or replacement of defective Spare Parts under an accepted Warranty claim will be made without charge to the Buyer for parts or labor performed by Seller, but the Buyer is responsible for all transportation costs, custom fees and levies, and sales or use taxes, if any.

### **E. NO FAULT FOUND.**

If a properly reported defect cannot be confirmed as such by the Seller and therefore no repair, overhaul or replacement is necessary, the Buyer shall bear all costs accrued in connection with the examination of the alleged defect on a time and material basis.

### **F. ASSIGNMENT OF WARRANTY.**

This Warranty is made to the original Buyer only. The rights of the Buyer under this Warranty, if any, may not be transferred and assigned without Seller's written agreement.

### **G. DISCLAIMERS, WAIVERS AND REMEDIES LIMITATIONS**

THIS EXCLUSIVE LIMITED WARRANTY IS GIVEN IN LIEU OF AND EXPRESSLY SUPERSEDES AND EXCLUDES, AND THE SELLER AND MANUFACTURER EXPRESSLY DISCLAIM:

(i) ALL OTHER WARRANTIES RELATED TO SPARE PARTS AND SERVICES PERFORMED BY THE SELLER OR MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, AND OTHER WARRANTIES, REPRESENTATIONS AND AFFIRMATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT, AND

(ii) ANY OTHER OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM THE SELLER OR MANUFACTURER RELATED TO SPARE PARTS AND/OR THEIR PURCHASE, SALE, PERFORMANCE, RELIABILITY OR USE, EITHER ALONE OR WITH ANY OTHER PRODUCT OR PRODUCTS, WHETHER IN CONTRACT, IN TORT, UNDER STATUTE (INCLUDING BUSINESS PRACTICES LAWS), AT LAW, IN EQUITY, OR OTHERWISE, INCLUDING PRODUCTS LIABILITY BASED ON THE SELLER'S OR MANUFACTURER'S STRICT LIABILITY (INCLUDING, BUT NOT LIMITED TO, DESIGN OR MANUFACTURING DEFECTS OR FAILURE TO WARN), NEGLIGENCE, GROSS NEGLIGENCE, MISREPRESENTATION, OR ON ANY OTHER BASIS.

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BUYER (AND ANY DISTRIBUTOR, IF ANY, THAT IS A PARTY TO BUYER'S PURCHASE OF SPARE PARTS) EXPRESSLY AND KNOWINGLY WAIVES ALL SUCH WARRANTIES, RIGHTS, CLAIMS AND REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW AND ALSO AGREES THAT NO REPRESENTATIONS, AFFIRMATIONS OR WARRANTIES THAT ARE NOT PART OF THESE TERMS AND CONDITIONS OR EXCLUSIVE LIMITED WARRANTY, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, FORM PART OF ANY PURCHASE AND SALE TRANSACTION RELATED TO SPARE PARTS.

IN NO EVENT SHALL THE SELLER OR MANUFACTURER BE RESPONSIBLE OR LIABLE FOR ANY PROPERTY DAMAGE, BODILY INJURY, WRONGFUL DEATH, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE (OR EXEMPLARY) DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF AIRCRAFT USE, OR LITIGATION EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RELATED TO ACTS OR OMISSIONS BY SELLER OR MANUFACTURER IN THE PERFORMANCE OR NON-PERFORMANCE UNDER, IN CONNECTION WITH, OR RELATED TO, THESE TERMS AND CONDITIONS AND EXCLUSIVE LIMITED WARRANTY, OR RELATED TO SPARE PARTS, OR THE USE, LOSS OF USE, PERFORMANCE, OR NON-PERFORMANCE OF SPARE PARTS, OR ANY OF THE SELLER'S OR MANUFACTURER'S PRODUCTS OR SERVICES, WHETHER THE BASIS OF THE LIABILITY IS IN CONTRACT, IN TORT, UNDER STATUTE (INCLUDING BUSINESS PRACTICES LAWS), AT LAW, IN EQUITY, OR OTHERWISE, INCLUDING PRODUCTS LIABILITY BASED ON THE SELLER'S OR MANUFACTURER'S STRICT LIABILITY (INCLUDING, BUT NOT LIMITED TO, DESIGN OR MANUFACTURING DEFECTS OR FAILURE TO WARN), NEGLIGENCE, GROSS NEGLIGENCE, MISREPRESENTATION, OR ON ANY OTHER BASIS.

NEITHER THIS EXCLUSIVE LIMITED WARRANTY NOR THE SELLER'S OR MANUFACTURER'S RESPONSIBILITY OR LIABILITY WILL IN ANY WAY BE ENLARGED OR OTHERWISE ALTERED DUE TO THE SELLER'S OR MANUFACTURER'S PROVISION OF TECHNICAL SUPPORT OR TRAINING RELATED TO THE SPARE PART.

IF, FOR ANY REASON, A COURT OF COMPETENT JURISDICTION ENTERS A FINAL JUDGMENT THAT THE REMEDY PROVIDED FOR IN THIS EXCLUSIVE LIMITED WARRANTY HAS FAILED IN ITS ESSENTIAL PURPOSE, THAT ANY OF THE WAIVERS, EXCLUSIONS OR LIMITATIONS OF REMEDIES HEREIN IS UNENFORCEABLE, OR THAT ANY BREACH BY THE SELLER (OR MANUFACTURER) OF THIS EXCLUSIVE LIMITED WARRANTY HAS OCCURRED, THE SELLER AND MANUFACTURER SHALL NOT IN ANY EVENT BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PRICE ACTUALLY PAID TO SELLER FOR THE APPLICABLE SPARE PARTS.

### **H. ACKNOWLEDGMENT.**

Buyer's signature below acknowledges that the terms (including the waivers of rights), limitations and procedures set forth in this Spare Parts Exclusive Limited Warranty have been completely reviewed, explained and understood to the satisfaction of the parties signing below.

### **5. RETURN OF PARTS NOT UNDER WARRANTY.**

- (a) Unless otherwise expressly agreed in writing, Spare Parts not being returned under the above Warranty will not be accepted by Seller.
- (b) In the event Seller agrees to accept for return Spare Parts that are not under Warranty, Buyer will be responsible for all shipment charges incurred in returning Spare Parts to Seller's facility. Only Spare Parts that have not been used, and which are in their original condition and are returned in their original packaging with all original paperwork, will be accepted by Seller. Buyer will be charged a restocking fee of fifteen percent (15%) of the original sales price of returned Spare Parts. Buyer will receive a credit from Seller of the original sales price, less the restocking fee. Cash refunds will not be given under any circumstances.

### **6. APPLICABLE LAW, FORUM, PROCEDURES, ETC.**

- (a) *These Terms and Conditions and Exclusive Limited Warranty, and the rights and obligations of the Seller and Buyer under, in connection with, or related to them, shall in every respect be governed by the substantive law of the State of France without reference to its conflict of law rules. Buyer and Seller acknowledge and agree that the competent court of Tarbes, shall be the exclusive venue and proper forum in which to adjudicate any case or controversy arising, directly or indirectly, under or in connection with or related to them and/or Buyer's ownership and/or use of Spare Parts. The parties further agree that, in the event of litigation arising out of, in connection with, or related to these Terms and Conditions and Exclusive Limited Warranty and/or Buyer's ownership and/or use of Spare Parts, they will not contest or challenge the personal jurisdiction or venue of these courts. Neither Buyer nor Seller, nor any assignee, successor or legal representative of Buyer or Seller, shall seek a jury trial in any lawsuit, proceeding or counterclaim arising, directly or indirectly, under, in*

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connection with, or related to these Terms and Conditions and Exclusive Limited Warranty and/or Buyer's ownership and/or use of Spare Parts. Additionally, neither Seller nor Buyer will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

- (b) In any action arising directly or indirectly under, in connection with, or related to these Terms and Conditions and Exclusive Limited Warranty and/or Buyer's ownership and/or use of Spare Parts, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees (incurred both before, at and after trial and related to any and all appeals), and costs in connection therewith, or related thereto.

### **7. NOTICES.**

All notices, requests and other communications to be made hereunder shall be in writing and shall be deemed to be given and received: (a) when personally delivered by hand to the recipient, (b) three (3) days after deposit in registered or certified first class mail (or comparable national postal system, if appropriate), postage prepaid, to the recipient (c) with respect to facsimile transmission, upon actual transmission provided the sending fax machine automatically produces a confirmation of the receipt of the transmission by the receiving fax machine, and a copy of the notice is also sent by one of the foregoing methods on the same day.

### **8. MODIFICATIONS.**

These Terms and Conditions and Exclusive Limited Warranty constitute the final written expression of all the terms of the transactions contemplated hereby, and is the complete and exclusive statement of those terms. No modification or amendment made to the printed terms of these Terms and Conditions and Exclusive Limited Warranty shall be effective until both parties shall have signified their acceptance thereto by separately initialing each modification or amendment. Any modification, amendment, or waiver, of or to these Terms and Conditions and Exclusive Limited Warranty must be in writing and signed by both Buyer and Seller. Any Buyer-supplied documents related to the contemplated Spare Parts purchase(s), such as purchase orders, invoices, and any other documents containing any terms, conditions or other matter, shall be null and void, and inapplicable.

### **9. GENERAL.**

- (a) Buyer shall neither assign any right nor delegate any duty under these Terms and Conditions and Exclusive Limited Warranty without the prior written consent of Seller, which consent shall not be unreasonably withheld.
- (b) *The signatory for Buyer hereby represents that he/she is Buyer's authorized agent and that Buyer is fully authorized and empowered to enter into the agreement to purchase Spare Parts from Seller and these Terms and Conditions and Exclusive Limited Warranty.*