



GENERAL TERMS AGREEMENT/ WARRANTY POLICY

1. Aircraft Composite Technologies (ACT) warrants that its workmanship herein will be free from defects.
2. If, within twelve (12) months after the completion date of the work performed on behalf of the Customer (Completion Date), any part repaired or overhauled hereunder is found to be defective in workmanship or material, then ACT, at its sole discretion, shall repair or replace such part at its sole cost and expense and with reasonable promptness.
3. Within the warranty period the Customer shall provide ACT with written notice of a claimed defect within thirty (30) days, and Customer shall thereafter return the part to ACT freight pre-paid. Such notice from Customer will explain the claimed defect in reasonable detail and is subject to confirmation and verification by ACT.
4. The warranties or representations contained herein are expressly in lieu of and Customer waives any and all other warranties, agreements, guarantees or representations, expressed or implied, arising by application of law or otherwise, including but not limited to, MERCHANTABILITY, fitness for a particular purpose, value, condition, design or operation of any kind or nature and all conditions, warranties or representations expressed or implied, statutory, including strict liability in tort or otherwise, in respect thereof, are expressly excluded, with respect to ACT's performance hereunder and no agreement extending this warranty will be binding on ACT unless in writing and signed by a duly authorized officer or representative, unless otherwise provided in ACT's capability list.
5. The warranties contained herein do not extend to any damage that has resulted in any way from the inappropriate transportation, foreign object damage, maintenance, handling, alteration, or operation of the part by the Customer.
6. ACT will use its best efforts to comply with any established work schedule for the work hereunder but shall in no event be liable or responsible for delays in the completion of the work and for late delivery to customer due to force majeure, strikes or other labor disturbance, war, civil disturbance, fire, lack of timely receipt of required parts and material or other causes beyond ACT's control or not occasioned by its fault or negligence.

7. In the event that ACT shall fail to perform work described herein or shall be delayed in any performance thereof, or fail to abide by warranty terms, customer shall be entitled, during the period of such failure to repair, to utilize other facilities for the performance thereof, **but in no event shall ACT be liable or responsible for consequential or incidental damage or economic loss of any nature (including, but not limited to losses that result from cancellation of flights and loss of revenue) arising out of or resulting from the failure to perform or delay in performance, whether such delay is excused or not, or whether such delay is caused by any acts required of ACT.**

8. Customer's terms and conditions contained in Purchase Orders or Work Orders received by ACT shall be deemed to be modified or amended to conform to these terms as a condition of ACT's acceptance of their work. The relationship between Customer and ACT shall be governed by and construed in accordance with the laws of the state of Florida. Any litigation between ACT and Customer shall be conducted in a state or federal court located in Miami-Dade County, Florida.