

BEARING INSPECTION, INC. ("BII" or "Seller")
TERMS AND CONDITIONS

1. **Prices, Changes, Taxes and Other Charges.** All prices are F.O.B. Los Alamitos, California. Buyer shall pay all transportation, insurance, taxes, license fees, import, export and customs fees and duties, tariffs and other charges related to the Products and Services purchased hereunder. If claiming tax exemption, Buyer must provide Seller with valid tax exemption certificates. Unless otherwise expressly agreed in writing, such prices do not include any rights to any technical data, proprietary rights, or patent rights relating to the products purchased. Buyer will be billed for any expense due to changes requested by Buyer after order is placed and is processed. A fee of up to 50% of the quoted price could be applied if so deemed necessary by seller to recoup the costs incurred for expedite services. Seller will treat any additions to orders already entered as a new order, and subject to current pricing.
2. **Exclusivity of Terms.** All purchases of Services and Products from Seller shall be subject to Seller's Terms and Conditions. Unless otherwise agreed in a separate instrument in writing signed by Seller, nothing contained in any purchase order, request for quotation, or other instrument submitted by Buyer shall in any way modify or add any provision to Seller's Terms and Conditions. Any terms contained in any purchase order or other document submitted by Buyer that contradict Seller's terms or are materially different from Seller's terms are expressly rejected. Seller expressly rejects any Terms and Conditions submitted by Buyer and such Terms and Conditions shall be of no force or effect unless agreed to by Seller in writing.
3. Payment terms are C.O.D., payable in U.S. dollars. For customers with approved credit, payment terms are Net 30 days.
4. In the event that a bearing is required to be returned to the Buyer following reject/fallout of the bearing from overhaul, BII will return the bearing without the retainer, balls or rollers unless these components are requested to be returned by Buyer to Seller in writing and in advance of work being performed by Seller.
5. There is no charge for bearings rejected from overhaul and scrapped at BII. Charges for inspection service apply regardless of the result of the inspection.
6. Return of all bearing components (rings cage and rolling elements) following rejection from the overhaul service is subject to a Reject Service Fee of \$200.00 and requires customer acceptance before beginning the overhaul.
7. **Limited Warranty:** Seller warrants for a period of one (1) year from the date of shipment to our customer that all goods shall be free from defects in material and workmanship. Our customer's exclusive remedy shall be the repair or replacement of any defective goods or services, or the extension of credit for such goods and services as Seller shall determine. This limited warranty is provided IN LIEU OF any other warranties, express or implied, including any warranty of MERCHANTABILITY or fitness for a particular purpose.
8. **Limitation of Liability:** Seller's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract or the goods or services covered hereunder, including but not limited to, any repair or replacement of goods under warranty shall not exceed the sales price of the particular individual product or service which is the source of Buyer's claim. In no event shall seller be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to, loss of use of productive facilities or equipment, loss of profits, property damages, personal injuries or loss of production, whether suffered by buyer or any third party, irrespective of whether such claims or actions for damages are based upon contract, warranty, negligence, strict liability or otherwise.
9. All prices, terms, and conditions are subject to change.

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FAA Repair Station SP3R849L, Accepted by the JAA