

## General Sales Terms and Conditions

1. These general sales terms and conditions (these “Terms and Conditions”) apply to the quotation for and acceptance of any resulting purchase order by Global Airtech MFG., Inc. (“GAM”), a California corporation, or Global Airtech International (“GAI”), a wholly owned subsidiary of GAM, and represent the exclusive and binding agreement between GAM/GAI and Buyer with respect to the order of any Merchandise (as defined below) by Buyer and the sale of such Merchandise by GAM/GAI to Buyer, and shall apply to any purchase order form, regardless of whether these General Terms and Conditions are expressly referenced in that purchase order form. NO TERM OR CONDITION SET FORTH IN ANY OF BUYER’S SOLICITATION, PURCHASE ORDER, CONTRACT OR OTHER CORRESPONDENCE SHALL BECOME PART OF ANY ORDER OR OTHERWISE BECOME BINDING ON GAM/GAI UNLESS EXPRESSLY AGREED TO IN WRITING BY GAM/GAI. BUYER’S ORDER WILL BE ACCEPTED SOLELY ON THE CONDITION THAT BUYER EXPRESSLY ACCEPTS AND ASSENTS TO THESE TERMS AND CONDITIONS. GAM/GAI’S FAILURE TO OBJECT TO ANY PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.
2. **Merchandise.** The term “Merchandise” shall mean the goods and services specified on an Order (as defined below) or delivered by GAM/GAI together with all component parts thereof and all accessories, additions, containers, handbooks and related materials and services provided by GAM/GAI or on behalf of GAM/GAI. References to Merchandise shall (where appropriate) be construed as including a reference to any component thereof.
3. **Quotation, Prices and Taxes.** Quotations are for information purposes only and are not offers capable of being accepted by Buyer. Unless otherwise expressly set forth therein, quotations do not include any applicable taxes, import duties, customs clearance, applicable licenses, certifications, ratings, other authorizations or approvals or charges for shipping or handling. All such applicable taxes, import duties, customs clearance, applicable licenses, certifications, ratings, other authorizations or approvals and charges for shipping or handling are the sole responsibility of Buyer.
4. **Export Regulations.** Buyer agrees to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, the rules and regulations under the United States Export Administration Act and the United States Foreign Corrupt Trade Practices Act, as the same may be amended from time to time. Without in any way limiting the foregoing, (a) Buyer shall not export or otherwise remove any Merchandise from the United States, either directly or indirectly, without first obtaining any licenses or approvals required from the United States Department of Commerce and any other applicable agency of the United States Government, and (b) Buyer agrees that neither it, nor any of its officers, directors, employees, or agents (1) shall pay or be instructed to pay or give anything of value, either directly or indirectly, to an official of any foreign government or any foreign political party for the purpose of influencing an act or decision in such person’s official capacity, or inducing such person to use such person’s influence with the foreign government in order to assist Buyer in obtaining or retaining business for or with, or directing business to, any person, or (2) is an official, officer, or representative of a foreign country. Upon request, Buyer will also supply GAM/GAI with such documentation as GAM/GAI deems necessary, in its sole determination, to

demonstrate compliance with such laws and regulations, including but not limited to properly completed end-user declarations. Notwithstanding any other provision hereof, GAM/GAI will have no liability (including no obligation to provide substitute goods or services), nor will it be a breach hereof, if any government or other authority fails, for any reason, to issue or renew any export license or other authorization affecting any Merchandise, including without limitation, any authorization required for any party to use the Merchandise.

5. **Purchase Orders.** Orders for Merchandise (“Orders”) shall be placed by Buyer with GAM/GAI. Buyer shall ensure that the contents, descriptions and details of its Orders and any applicable specifications are complete and accurate. All orders are deemed offers by Buyer to purchase Merchandise from GAM/GAI, and shall not be deemed accepted by GAM/GAI, except as provided for in this Section. Acceptance of an Offer by GAM/GAI shall occur upon the earlier of GAM/GAI’s commencement of performance under such Order, or the transmission of GAM/GAI’s Acceptance of Buyer’s Order to Buyer. GAM/GAI agrees to sell and Buyer agrees to buy from GAM/GAI the specified Merchandise at the prices set forth in any accepted Order, subject to these Terms and Conditions.

**5.1 Order Cancellations.** Requests to cancel an order must be submitted to GAM/GAI in writing. Cancellations are not valid unless approved in writing by GAM/GAI. Upon written approval of GAM/GAI, and subject to applicable cancellation charges, Buyer may cancel an Order wholly or partially by written notice to GAM/GAI prior to the scheduled delivery date. In addition to the cancellation charges specified, as defined in this Section, Buyer shall be obligated to reimburse GAM/GAI in full for all direct and indirect costs associated with the cancellation, including without limitation, supplier settlement costs, administrative, accounting, legal, and other costs and fees associated with such cancellation. GAM/GAI will notify Buyer of the amount owed, and such amount shall be immediately due and payable to GAM/GAI. Cancellation charges are equal to the following: (i) for orders scheduled to ship within fifteen (15) days of the date the cancellation notice is sent to GAM/GAI (“Cancellation Date”), cancellation charges shall be fifty percent (50%) of the price of the Merchandise being cancelled; (ii) for shipments scheduled beyond fifteen (15) days from the Cancellation Date, cancellation charges shall be twenty five percent (25%) of the prices of the Merchandise being cancelled. GAM/GAI is under no obligation to accept any order cancellation and may refuse any Buyer requests for cancellation in GAM/GAI’s sole discretion.

**5.2 Cancellations by GAM/GAI.** GAM/GAI may without liability cancel any accepted order: (1) if Buyer’s credit is not approved; (ii) upon non-receipt of required payments; (iii) if Buyer breaches these Terms and Conditions, or (iv) if GAM/GAI determines that the order cannot be completed due to a law or regulation.

**5.3 Changes to Orders.** Buyer may request changes to the Merchandise, or delivery requirements of an Order at any time during the performance of the Order. Change requests must be made in writing. Change requests may be approved by GAM/GAI, in its sole discretion. If GAM/GAI approves a change to an order, GAM/GAI will provide Buyer with any applicable change in price or delivery schedule, and upon Buyer’s agreement to such changes, the Order will be modified accordingly. Until a change requested by Buyer, and the associated change in any price or delivery schedule has been agreed to by Buyer, the original order shall not change.

**5.4 Conformance and Substitutions.** GAM/GAI reserves the right to make changes to the Merchandise offered or ordered without prior notice and may substitute Merchandise with other Merchandise that materially conforms with the specifications for the original Merchandise. In the event GAM/GAI, in its sole determination, is required to modify the Merchandise as a result of or

in response to new or changed laws, regulations, rules or other directives, including from the Federal Aviation Authority, its equivalents in other nations and jurisdictions, or any other governmental body of the United States or other nation or jurisdiction, then GAM/GAI may substitute conforming Merchandise, or cancel the order, at its discretion, without liability to GAM/GAI. In the event GAM/GAI is required to substitute Merchandise due to a legal or regulatory obligation, GAM/GAI shall be entitled to pass through to Buyer any associated increase to the price. Delivery schedule changes due to such regulatory changes shall not give rise to any GAM/GAI obligations or liabilities.

**5.5 Return Policy.** Parts shipped from Global Airtech stock may be returned within 30 days of receipt of shipment in most cases, subject to a restocking fee of 25% or \$250 minimum and upon written approval from Global Airtech's representative in the form of a Return Material Authorization (RMA). Parts returned without a RMA will be rejected. Requests to return non-stocked or special order parts must be reviewed by Global Airtech's representative for approval. If approved, the representative will advise a Return Material Authorization Number. and any associated restocking fees which may exceed the general restocking fee of 25% or \$250 minimum.

## **6. Delivery, Delays.**

**6.1 Delivery and Acceptance.** Unless otherwise agreed in writing by GAM/GAI, delivery and acceptance of Merchandise shall be at the point of shipment from GAM/GAI's premises, when delivered to Buyer, Buyer's agent, or commercial or other carrier. If Buyer itself does not accept or take the delivery but an agent does so, such agent must furnish proof of its identity. GAM/GAI is entitled but not obligated to check the proof of identity.

**6.2** Any dates specified by GAM/GAI for delivery of Merchandise are intended to be an estimate and shall be non-binding. Time for delivery is not and shall not be deemed to be of the essence. If no dates are specified, delivery will be within a reasonable time.

**6.3** GAM/GAI may alter or modify any delivery dates set forth in Buyer's order upon the occurrence of any event which, in GAM/GAI's sole determination, makes such delivery impracticable or unreasonable, and Buyer agrees to hold GAM/GAI harmless from any claims resulting from such alteration or modification of any delivery date. Should the shipment delay exceed thirty (30) days, Buyer may terminate the order but be subjected to payment of cancellation damages set forth in Section 5.1, above. Notwithstanding anything to the contrary, GAM/GAI shall not be liable for any delay in the delivery of Merchandise (even if caused by GAM/GAI's negligence) or any delay or nonperformance due to acts of God, natural casualties, war, material shortages, trade embargoes, governmental regulations, strikes, civil unrest, nonperformance of vendors or subcontractors and/or other causes beyond the reasonable control of GAM/GAI.

### **6.4 Refusal of Delivery.**

If for any reason Buyer will not accept delivery of Merchandise at the designated point of delivery, or GAM/GAI is unable to deliver Merchandise on time because Buyer has not provided appropriate instructions, documents, licenses or authorizations:

**6.4.1** the Merchandise will be deemed to have been accepted and physically delivered upon Buyer's refusal or inability to accept the Merchandise; and

**6.4.2** GAM/GAI may store the Merchandise until delivery whereupon Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

7. **Shipment and Risk of Loss.** If Buyer requests shipment, GAM/GAI shall deliver the Merchandise ordered by Buyer EXW from GAM/GAI's premises. Shipment will be by the mode of transportation chosen by GAM/GAI, in its sole discretion, unless otherwise agreed in writing. Buyer shall bear all risk of damage or loss beginning with the delivery of the Merchandise at GAM/GAI's shipping point to the carrier. GAM/GAI does not insure Merchandise during shipment. At GAM/GAI's request, Buyer shall provide GAM/GAI with an insurance certificate as evidence of transportation insurance prior to shipment of Merchandise. The insurance certificate shall name GAM/GAI as loss-payee to the extent of GAM/GAI's financial interest in the Merchandise.

8. **GAM/GAI's Security Interest.** "Security Interest" means a purchase money security interest in the Merchandise, together with (i) all accessions to, substitutions and replacements for the Merchandise, (ii) all proceeds of any and all of the Merchandise, (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed or used in connection with or hereafter attached or affixed or used in connection with any of the foregoing Merchandise, and (iv) all warehouse receipts, bills of lading, and other documents of title now or hereafter covering any of the foregoing Merchandise. GAM/GAI hereby retains and Buyer hereby grants to GAM/GAI, Security Interest in the Merchandise until Buyer has made payment in full for the Merchandise and satisfied all of its obligations to GAM/GAI hereunder. Buyer will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings that GAM/GAI may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and GAM/GAI's rights under these Terms and Conditions. GAM/GAI shall have all of the rights of a secured party with respect to the Merchandise under the California Uniform Commercial Code ("UCC") and other applicable laws. Upon Buyer's default of any payment obligation, in addition to other rights and remedies it may have under law and equity, GAM/GAI may exercise in respect of the Merchandise all the rights and remedies of a secured party on default under the UCC, including, without limitation, the right to enforce the Security Interest, to retake possession of the applicable Merchandise and to collect directly from any account obligor all amounts due Buyer with respect to such Merchandise.

9. **Final Acceptance.**

**9.1** Buyer shall notify GAM/GAI in writing of any particular deficiencies in the Merchandise, including any defects in the Merchandise or of any failure of the Merchandise to comply with the specifications set forth in the relevant purchase order (collectively, "Deficiencies"), during an inspection period, which shall be five (5) business days immediately following the receipt by Buyer of such Merchandise (the "Inspection Period"). Such notice shall include a reasonably detailed description of the Deficiencies. Where Buyer provides such notice to GAM/GAI within the Inspection Period, upon GAM/GAI's request, the Parties mutually consent to promptly refer any claims relating to Deficiencies to an independent third party, appointed in good faith by GAM/GAI ("Merchandise Inspector"). The Merchandise Inspector shall be knowledgeable and experienced in the technology and business pertaining to the Merchandise covered by these Terms and Conditions. The Merchandise Inspector shall, and is authorized by the Parties to, inspect a sample of the Merchandise to determine whether the same materially complies with the specifications set forth in the relevant purchase order ("Specifications"). The Merchandise Inspector's determination on whether the Merchandise contains any Deficiencies, and if it complies fully with the relevant purchase order, the Specifications and with other requirements

of these Terms and Conditions, and consequently whether the Merchandise is ultimately deemed accepted, shall be final and binding on the Parties. The cost of the Merchandise Inspector's services shall be paid by Buyer if the Merchandise is deemed accepted and by GAM/GAI if the Merchandise is deemed rejected. Failure by Buyer to give notice of or particularize the Deficiencies within the Inspection Period shall constitute Buyer's acceptance of the Merchandise. Any rejected Goods or Software must be returned to GAM/GAI in accordance with GAM/GAI's written instructions. Buyer's remedies under this Article 9 are exclusive and in lieu of all other remedies available under these Terms and Conditions or at law related to rejected Merchandise. Buyer agrees that its acceptance of the Merchandise under this section indicates that it (i) has reviewed all documentation provided by GAM/GAI with respect to the Merchandise, (ii) has accepted such documentation as satisfactory, and (iii) has no further questions regarding the Merchandise or its documentation.

**9.2** Unless GAM/GAI issues Buyer a Return Materials Authorization, no Merchandise may be returned for credit by Buyer.

## **10. Terms of Payment.**

**10.1** Time for payment is of the essence. Unless Buyer is extended credit terms by GAM/GAI as indicated by GAM/GAI's sales order, Buyer must pay all amounts for Merchandise prior to shipment by GAM/GAI. Where credit is being extended to Buyer, GAM/GAI shall notify Buyer in writing, and all amounts due and payable on a GAM/GAI invoice for Merchandise shall be paid in full by Buyer within thirty (30) calendar days of the issue date of an invoice for such Merchandise unless otherwise agreed by the parties in writing. All such amounts shall be paid by Buyer's check to GAM/GAI or by wire transfer to such bank or account as GAM/GAI may from time to time designate in writing.

Buyer will be responsible for a finance charge calculated at the rate of 1.5% per month, or the maximum rate legally permissible under applicable law, from the invoice due date until paid.

In addition, in the event of any default by Buyer, Buyer shall pay all costs incurred by GAM/GAI in collecting any amounts due under these Terms and Conditions, including without limitation reasonable attorneys' fees and costs, including fees and costs arising from the representation of GAM/GAI in a bankruptcy of Buyer.

**10.2** Buyer shall pay or reimburse GAM/GAI for any excise, sales, use, or personal property taxes assessed under foreign, federal, state or local laws, which taxes become due by reason of the sale of Merchandise by GAM/GAI to Buyer; provided, however, that Buyer shall not be liable for any taxes of any nature based on the income of GAM/GAI. A request by Buyer to be exempt from the withholding of sales tax in jurisdictions where GAM/GAI is required to withhold sales tax shall be granted only upon receipt by GAM/GAI of evidence satisfactory to it that Buyer is eligible for such exemption.

**10.3** If Buyer fails to comply with its payment obligations, GAM/GAI may, among other things:

**10.3.1** Suspend performance of the remainder of any agreements with Buyer;

**10.3.2** Upon prior written notice to Buyer, declare due all other sums owing by Buyer due (whether under these Terms and Conditions or any other agreement or account), which at the date of such notice might not otherwise be immediately due and payable, and Buyer shall be obligated to pay the same to GAM/GAI with immediate effect; and

**10.3.3** At its sole discretion, enforce the remedies provision set forth in Section 11.2 of these Terms and Conditions.

**11. Pre-payment, Events of Default, Remedies.** Until full payment in respect of the Merchandise is received by GAM/GAI pursuant to Section 10 of these Terms and Conditions, the following shall apply:

**11.1** The occurrence of any one of the following events shall offer GAM/GAI the remedies, among others, set forth in Section 11.2 of these Terms and Conditions: (i) Buyer fails to pay for any item of the Merchandise when due and payable under these Terms and Conditions or any invoice issued in connection therewith; (ii) Buyer fails or neglects to perform, keep, or observe any term, provision, condition or covenant contained in these Terms and Conditions; (iii) Buyer makes any false, untrue, incomplete or misleading representation, warranty, schedule, report, or other communication to GAM/GAI in connection with these Terms and Conditions or any transaction relating thereto; (iv) Buyer enters into any arrangement, reconstruction, or composition with its creditors or any of them or suspends payment generally or is otherwise unable to pay its debts as they become due; (v) a petition is presented or an order is made or an effective resolution is passed for the winding up or the dissolution of Buyer or Buyer ceases to carry on business as a going concern; (vi) a receiver for Buyer or any material portion of its property is appointed or steps are taken for the appointment of such receiver by any person or entity; (vii) if a bankruptcy, liquidation, insolvency or other similar proceeding is filed by or against Buyer, and in the case of an involuntary proceeding, is not vacated or set aside within sixty (60) days of its commencement; or (viii) a breach or default by Buyer occurs under any other agreement between Buyer and GAM/GAI or with respect to any other obligation of Buyer to GAM/GAI.

**11.2** On the occurrence of any of the events specified in Section 11.1 hereof, GAM/GAI, may (i) immediately take all necessary steps to secure and/or to remove the Merchandise from Buyer, (ii) in lieu of return thereof to GAM/GAI at its sole election charge to the account of Buyer at GAM/GAI's then quoted prices any of the unpaid Merchandise as shall determine on an item-by-item basis, and/or (iii) take whatever action at law, in equity or otherwise is deemed necessary by GAM/GAI to collect any amounts then due and payable by Buyer to GAM/GAI under these Terms and Conditions and/or to enforce performance and observance by Buyer of any obligation, agreement, or covenant of Buyer hereunder. In addition, in the event of default, GAM/GAI shall have all the remedies provided under the UCC, which shall be cumulative with one another and with any other remedies which GAM/GAI may have at law, in equity, under any agreement of any type, or otherwise. In the event of the removal of the Merchandise from Buyer by GAM/GAI pursuant to this Section 11.2, Buyer shall pay all costs and expenses in connection with any such removal of the Merchandise, including transportation, handling, and insurance to GAM/GAI's facilities. If GAM/GAI shall advance or otherwise pay any of the foregoing costs or expenses for the account of Buyer, Buyer agrees to promptly reimburse GAM/GAI for any such amounts so advanced or paid. In the event of any default by Buyer, Buyer shall pay all costs incurred by GAM/GAI in collecting any amounts due under these Terms and Conditions, including without limitation reasonable attorneys' fees and costs including fees and costs arising from the representation of GAM/GAI in a bankruptcy of Buyer.

**12. No Warranty, Disclaimer, Limitation of Liability, Indemnification.**

**12.1** TO THE EXTENT POSSIBLE, GAM/GAI WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED BY THE MANUFACTURERS OR THE REPAIR SHOPS ON

MERCHANDISE. EXCEPT AS SPECIFIED IN THE PREVIOUS SENTENCE, CUSTOMER AGREES THAT IT TAKES THE MERCHANDISE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND FROM GAM/GAI.

**12.2** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GAM/GAI'S SOLE LIABILITY IS EXPRESSLY LIMITED TO, AND SHALL IN NO EVENT EXCEED, THE AMOUNTS RECEIVED BY GAM/GAI FOR ANY SPECIFIC DEFECTIVE MERCHANDISE GIVING RISE TO SUCH LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY MANUFACTURER OR REPAIR SHOP WARRANTIES PASSED THROUGH TO CUSTOMER PURSUANT TO SECTION 12.1, GAM/GAI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTELLECTUAL PROPERTY INFRINGEMENT OR THIRD PARTY RIGHTS, OR BASED ON COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE. IN NO EVENT SHALL GAM/GAI BE LIABLE FOR ANY LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. THE PARTIES FURTHER AGREE THAT EACH AND EVERY PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES AND SHALL BE SEPARATELY ENFORCED. CUSTOMER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING UNDER THESE TERMS AND CONDITIONS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION.

**12.3** GAM/GAI SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN PERFORMANCE OR ANY LOSS OF BUYER'S DATA OR LOSS OF ANY OTHER PARTY'S DATA RESULTING FROM THE PROVISION OF MERCHANDISE FROM GAM/GAI OR THE USE OF GAM/GAI'S MERCHANDISE, REGARDLESS OF WHETHER THE MERCHANDISE WAS PROPERLY USED BY BUYER.

**12.4 Buyer Indemnification.** Buyer shall indemnify, defend and hold GAM/GAI harmless from and against any and all claims, actions, losses, damages, demands, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, whether a suit or other proceeding is initiated or not, which may arise from the following events: (i) representations or misrepresentations made by Buyer; (ii) any neglect by Buyer or end-users, (iii) Buyer's or end-users' use of Merchandise not in compliance with published specifications thereto or not for their intended purposes; (iv) Buyer's or end-users' modifications or alterations of Merchandise; (v) damage from Buyer or end-user misuse, or operation outside of the environmental specifications for the Merchandise; (vi) as a result of Buyer's failure to comply with applicable laws or regulations, including but not limited to failure to obtain proper licenses, permissions or certifications, or (vii) any other act or failure to act, not in accordance with these Terms and Conditions by Buyer, or any other breach by Buyer of any of its obligations under these Terms and Conditions.

### 13. **General.**

**13.1 Relationship.** The relationship of the parties under these Terms and Conditions is one of independent contractors and no agency, partnership, joint venture, or similar relationship is created by it. Neither party shall have any authority to assume or create obligations on the other party's behalf. Neither party shall take any action that has the effect of creating the appearance of its having such authority.

**13.2 Choice of Law, Dispute Resolution.** These Terms and Conditions, and any dispute arising from the relationship between the parties, will be governed by California law, excluding any laws that direct the application of another jurisdiction's laws, including the application of the UN Sales Convention. Any controversy or claim arising out of or relating to these Terms and Conditions, or the breach hereof or any of the transactions contemplated hereby, shall be settled by arbitration conducted in English before a single arbitrator in Los Angeles, California, United States of America. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under these Terms and Conditions (whether in contract, tort, or both), or seeks a declaration of any rights or obligations under these Terms and Conditions, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the arbitration award or final judgment.

**13.3 No Waiver.** No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and shall be valid only in the specific instance in which given.

**13.4 Assignment.** Absent GAM/GAI's written consent, any assignment or attempted assignment of an order shall be wholly void, invalid and ineffective for all purposes. If consent is given, GAM/GAI may charge an assignment fee.

**13.5 Notices.** All notices, requests or other communications hereunder to either party (1) shall be in writing and (2) shall be deemed to be duly given or made (a) when delivered or when delivery is refused (in the case of personal delivery), (b) when dispatched and proper receipt of successful transmission obtained (in the case of e-mail), or (c) on the day following service if sent by overnight air courier service with next day delivery with written confirmation of delivery or refusal of deliver. Notices shall be addressed to a party at its address specified on GAM/GAI's sales order or at such address or at such e-mail address as such party may hereafter specify for such purpose by notice in writing in any of the above manners.

**13.6 Captions.** The captions of these Terms and Conditions are for convenience only and shall not be read to define or limit the intent of the provisions which follow such captions.

**13.7 Survival.** Each of the terms and conditions contained herein will remain effective for so long as may be necessary to give effect to its purpose as set forth herein.

**13.8 Severability.** If any provision of these Terms and Conditions shall be found to be unlawful or unenforceable, that provision shall be deleted from these Terms and Conditions and the remaining provisions shall, insofar as possible, be given full force and effect.



**13.9 No Third Party Beneficiaries.** These Terms and Conditions and each Order are an agreement exclusively between Buyer and GAM/GAI. No other persons or entities have any rights except as otherwise expressly stated in these Terms and Conditions.

**13.10 Entire Agreement.** These Terms and Conditions represent the entire agreement between the parties and shall supersede all prior written or oral understandings and/or other terms in any Buyer purchase order or other Buyer document, now or hereafter delivered, except that these Terms and Conditions shall not supersede other written agreements between the parties that expressly reference these Terms and Conditions. Notwithstanding the foregoing, in the event the parties have mutually executed (by hand) an agreement, that agreement, not these Terms and Conditions, shall govern the subject matter thereof.