



Terms and Conditions of Sale

(Revised 01/14/2008)

1. TERMS OF PAYMENT: Unless otherwise agreed in writing, terms of payment are cash, cashiers check, bank draft, wire transfer or money order in United States Dollars, in full, within thirty days from date of shipment or delivery to carrier. All orders are subject to the prior approval of Seller's credit department, and Seller may require full or partial payment in advance of commencing work.

2. ACCEPTANCE: It is expressly understood and agreed that Buyer's orders include all of Seller's terms and conditions printed hereon. No Seller quotation shall bind or be valid against Seller until an order based thereon is accepted in writing by an authorized representative of Seller. All such orders shall be deemed executed by Seller. Any additional or different terms or conditions set forth in Buyer's order or other communications are objected to by Seller and shall not be effective or binding on Seller unless agreed to, in writing, by an authorized representative of Seller. Quoted prices will be honored only for the time set forth in Seller's written quotation. Materials and goods must be accepted or rejected within ten (10) days of delivery. Use of the materials and goods constitutes acceptance by Buyer.

3. SHIPPING: Seller will not be responsible for any loss, delay or breakage after having received in good order receipts from the carrier. All claims shall be made by Buyer directly to the carrier. Seller shall incur no liability for damage, shortages, or any other cause alleged to have occurred or existing at or prior to delivery of the equipment to the carrier, unless full details are entered on Buyer's receipt documentation to the carrier.

In the absence of written directions from the Buyer, goods will be shipped to Buyer or to the address selected by Buyer, by the method and via carrier chosen by the Seller. Unless stated otherwise in Seller's quotation or other acknowledgment, it is the Buyer's sole responsibility to unload all shipments. All demurrage charges are Buyer's responsibility. Where prior unloading requirements are necessary, Buyer shall advise Seller prior to shipment of the hours when shipments may be received and any notice required before delivery. Seller will then reflect the unloading arrangements on the bill of lading. Any goods held for Buyer by Seller or a carrier shall be at the sole risk and expense of Buyer. If, for the convenience of the Buyer, goods are held at the shipping point beyond the date the goods are ready for shipment, the Buyer will be charged for warehousing and any other expenses incident to such delay.

4. DELIVERY: Except as otherwise specified in this document, title to the goods shall pass and delivery to Buyer shall be FOB point of shipment. All risk of loss or damage shall pass to Buyer at point of shipment.

Shipping dates are estimates which are not guaranteed and are based upon prompt receipt of all necessary information. Seller shall in no event be liable for delays caused by fire, acts of God, strikes, labor difficulties, acts of government or military authorities, delays in transportation or in procurement of materials or services, or causes of any kind which are beyond Seller's reasonable control. Seller shall notify Buyer of any material delay excused by this paragraph and will specify the revised shipment date as soon as practicable. In the event of any such delay, Buyer shall not terminate the order and the date of shipment shall be extended for a period equal to the time lost by reason of the delay.

5. WARRANTY POLICY

AS-IS (As-Is): All goods are sold As-Is and at Buyer's sole risk and Seller offers no warranty or guarantee, express or implied, as to the condition of goods whatsoever, unless Seller's written acknowledgment of Buyer's purchase order provides one of the following warranties:

E-OK (Electrically Okay) The Seller guarantees the apparatus electrically and certifies that it has withstood customary electrical tests and that the condition of the insulation is sound. The windings shall be free of open circuits, short circuits, cut out coils or loose or poor connections. The design of the winding shall be as indicated on the name plate. Any claim that the apparatus is not Electrically Okay under this Agreement must be delivered in writing by Buyer to the Seller within thirty days of delivery of the apparatus to Buyer.

M-OK (Mechanically Okay) The Seller guarantees the apparatus mechanically and certifies that it has no broken or missing parts or parts worn out in the point of requiring replacement. Any claim that the apparatus purchased is not Mechanically Okay under this Agreement must be delivered in writing by the Buyer to the Seller within thirty days of delivery of the apparatus to Buyer.

R & G (Reconditioned) Seller guarantees that a reconditioned apparatus is electrically okay and has been dismantled, inspected, parts cleaned, lubricated windings dried and treated as required, assembled, tested and asset tested. Seller guarantees that the apparatus will operate satisfactorily with competent supervision under normal load, usage and conditions as of from the date of delivery. Such guarantee will extend for a period as long as the original warranty by the manufacturer, unless otherwise stated in writing by the Seller, but in no event greater than one year from the date of delivery of the apparatus to Buyer. Seller guarantees that the apparatus will operate satisfactorily with competent supervision, under normal load, usage and conditions.

RB (Rebuilt) The Seller guarantees that rebuilt apparatus has been dismantled, inspected, parts cleaned, lubricated, windings varnished and baked as required, and all electrical and mechanical specifications and tolerance brought to EASA standards. Seller guarantees that the apparatus will operate satisfactorily with competent supervision under normal load, usage and conditions. Such guarantee will extend for a period as long as the original warranty by the manufacturer, unless otherwise stated by the Seller, but in no event greater than one year from the date of delivery of the goods to Buyer. Seller guarantees that the apparatus will operate satisfactorily with competent supervision, under normal load, usage and conditions.

RBRW (Rebuilt and Rewound) The Seller guarantees that a rebuilt and rewound apparatus has been completely rewound and in addition fully rebuilt to EASA standards and tolerances, and is electrically and mechanically equal or better than when where new. Such guarantee by the Seller will extend for a period as long as the original warranty guarantee by the manufacturer, unless otherwise stated in writing by the Seller, but in no event greater than one year from the date of deliver delivery of the apparatus to Buyer.

New or UU (Unused) The Seller guarantees that a new or unused apparatus has never been in service. Such guarantee will extend for a period as long as the original manufacturer, unless otherwise stated in writing by Seller, but in no event greater than one year from the date of delivery of the apparatus to the Buyer. Seller guarantees that the apparatus will operate satisfactorily, with competent supervision under normal load, usage and conditions.

GENERAL PROVISIONS OF WARRANTY

The foregoing warranty, if any, shall not apply to any defects, damage, or wear within the guarantee period resulting from misuse by Buyer or any user of the apparatus, or from the improper installation, application, circuit protection, assembly or repair of the apparatus performed subsequent to the shipment to Buyer. If the apparatus does not operate in accordance with the foregoing warranty, if any, the Seller will, at its sole option, rework or replace the apparatus or parts, to cause it to so operate for no additional charge to Buyer. Transportation of the apparatus, if required for repair, will be FOB Seller's plant and will be paid for by the Buyer. In the alternative, Seller reserves the right, at its sole option, to accept return of the apparatus, and to refund the purchase price thus rescinding this sale agreement, and terminating all liability. Seller's liability for any breach of any provision of the Warranty Policy shall be limited to such reworking, replacement or refund of purchase price, at Seller's sole option. Choice of location of any repair work to be done will be the sole option of the Seller. Any warranty claim must be made in writing and delivered to Seller by Buyer within thirty (30) days of failure, and must include a detailed description of any deficiency claimed.

THE FOREGOING WARRANTY, IF ANY, IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE AND, EXCEPT AS PROVIDED ABOVE, ANY OTHER WARRANTIES ARE EXPRESSLY HEREBY DISCLAIMED BY SELLER AND SHALL NOT BE RELIED UPON

Seller does not warrant or represent that the apparatus complies with any local, state or federal code or regulation or any other standard imposed by any regulating entity or agency. Compliance with such code, regulation or standard is the express responsibility of the Buyer.

The warranty is further conditioned upon the proper installation, storage, use and maintenance by Buyer, in compliance with any applicable recommendations of Seller or manufacturer. The remedies provided herein are Buyer's sole remedies for any failure of Seller to comply with its warranty obligations. This warranty does not include and Seller will not be responsible for expenses for removal from and replacing in service of an apparatus nor for expenses for return shipment of same to Seller.

Any warranty or guarantee stated herein is for the exclusive and sole benefit of Buyer and shall not be for the benefit of any other person or entity.

The warranty is further conditioned upon the proper installation, storage, use and maintenance by Buyer, in compliance with any applicable recommendations of Seller or manufacturer. The remedies provided herein are Buyer's sole remedies for any failure of Seller to comply with its warranty obligations. This warranty does not include and Seller will not be responsible for expenses for removal from and replacing in service of an apparatus nor for expenses for return shipment of same to Seller.

6. LIMITATIONS OF LIABILITY: SELLER SHALL NOT BE LIABLE TO BUYER OR ANY SUCCESSOR, ASSIGN OR USER OF THE APPARATUS IN CONTRACT OR IN TORT FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, resulting from any breach of this Agreement by Seller, including, but not limited to, loss of profits or revenue, loss of use, cost of capital, cost of purchase or replacement, down time costs, or the claims of third parties for service interruptions. Buyer further agrees to fully indemnify Seller and hold Seller harmless from and against any and all losses, claims, demands, damages, obligations, liabilities, suits and causes of action of any kind asserted against or incurred by Seller in connection with any negligence of Buyer or any user of the apparatus, and the use, testing, operation, replacement or repair of any apparatus or goods sold or furnished by Seller to Buyer. In no event, whether as a result of breach of contract or tort (including negligence - whether active, passive or imputed, strict liability, product liability or other theory) or otherwise, shall Seller's liability to Buyer for any loss or damage arising in connection with this Agreement, or its performance or breach, or from the apparatus, goods or services furnished hereunder, exceed the difference between the contract price and the market value of apparatus, goods, or services furnished or sold, or the cost of replacement or repair of same, at Seller's option.

7. TAXES: Buyer shall reimburse Seller for any sales, use, occupation, excise or any other tax arising out of the sale of apparatus or goods to Buyer, immediately upon receipt of Seller's invoice for the amount of the tax.

8. CANCELLATION: Any orders may be terminated by Buyer only upon written notice delivered to Seller prior to shipment and upon payment of reasonable and proper termination charges, plus 15% of the contract price, or forfeiture of deposit at Seller's option. Such reasonable and proper termination charges may include, but are not limited to, all costs associated with the order which have incurred up to the date of receipt of the written termination. In the event of Buyer's bankruptcy, insolvency, or assignment for benefit of creditors or similar proceeding, Seller shall be entitled, at its sole option, to cancel any order then outstanding at any time and all applicable charges stated above shall be due and owing Seller from Buyer.

9. SECURITY INTEREST: Upon acceptance of Buyer's order, Buyer hereby grants Seller an unconditional security interest in all apparatus and goods sold to it by Seller and all proceeds of resale or transfer thereof by Buyer, including without limitation, all accounts receivable to secure payment of the purchase price of such apparatus and goods. Pursuant to such security interest, Seller shall at all times have the rights of a secured party with regard to such apparatus and goods and the proceeds hereunder of the Uniform Commercial Code, or any similar statute, as enacted in the State or States in which Buyer may be located, or such apparatus and goods may be at any time located. Buyer hereby agrees to execute any and all security agreements, financing statements, and any other documents which may be requested by Seller in order to create and perfect any of the foregoing security interests. Right of possession and title to all merchandise and goods remains with Seller until purchase price and charges are paid in full.

10. REMEDIES: In addition to the provisions above, Seller shall have all remedies afforded by the Uniform Commercial Code, or in law or equity. All remedies of Seller hereunder shall be cumulative.

11. GOVERNMENT CONTRACTS: Seller is not bound to honor quotations and may terminate this Agreement, without prior notice or obligation, if the apparatus or goods are being purchased by or for the use or benefit of any governmental entity or agency unless Seller has been so advised in writing at the time of quotation.

12. UNIFORM COMMERCIAL CODE: This Agreement shall be governed by the Uniform Commercial Code as adopted by the State of California and as is effective and in force on the date of this Agreement. The Agreement shall be deemed entered in the County of Los Angeles, State of California which shall be the sole venue of any action. If any provision of this Agreement conflicts with any provision of the Uniform Commercial Code, the terms of this Agreement shall control.

13. EXPENSES: Buyer shall pay all of Seller's expenses, including reasonable attorneys' fees and costs, incurred by Seller in connection with any breach by Buyer of the terms of this Agreement, whether or not a lawsuit is filed.

14. DISCLAIMER/ENTIRE AGREEMENT: No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the apparatus or goods sold under this Agreement, unless an affirmation, representation, or warranty made by an authorized agent, employee, or representative, is specifically included within this Agreement. If not, such affirmation, representation or warranty has not formed a part of the basis of this bargain, and shall not in any way be enforceable or binding upon Seller or its agents, employees or representatives. [X] ANY SUCH AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY ANY AGENT, EMPLOYEE OR REPRESENTATIVE OF ROMAC WHICH IS NOT EXPRESSLY AND IN WRITING MADE A PART OF THIS AGREEMENT IS EXPRESSLY DISCLAIMED AND MAY NOT BE RELIED UPON BY BUYER.

This writing by the parties is the total agreement of the parties, and is intended as the final expression of their agreement. This writing is the complete and exclusive statement of the terms thereof, and any and all representations, statements or agreements entered into prior to or contemporaneously with the execution of this Agreement are excluded, whether oral or in writing.

15. MODIFICATION: Except as specifically provided herein, this Agreement may be supplemented, amended, modified or rescinded only by a writing, signed by both parties or their duly authorized agents.

16. NON-WAIVER: The failure of Seller to enforce any rights under this Agreement shall not be construed a waiver of such rights or any other rights.

17. MISCELLANEOUS: All clerical errors are subject to correction. The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraphs or any other paragraph of this Agreement.