

STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Heli-Kit, unless you enter into a separate written agreement with Heli-Kit.

1. **Payment Terms.** Advertised prices are in U.S. dollars excluding shipping and buyer's country taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Heli-Kit may change prices without notice to you before Heli-Kit enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Heli-Kit has extended credit to you. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Heli-Kit, except that Heli-Kit may, at the request of your lender, withhold technical and warranty support and other services from you.

2. **Shipping and Title.** Heli-Kit will arrange to ship products to you and cannot arrange for third party billing under carriers other than EMS. Title to products passes to you when Heli-Kit delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. You must notify Heli-Kit of damaged or missing items from your order within 5 days after you receive your product. In order for Heli-Kit to accept and warrant returned goods due to damage in shipping, the shipping carrier must be contacted by you to arrange an inspection of goods by carrier's representative. Carrier must deem products were indeed damaged in shipping and a claim must be filed by yourself.

3. **Return Policy.** You may return products within 10 days after you receive your product. To return products you must follow Heli-Kit's return procedures. Heli-Kit will refund the original purchase price of products. SHIPPING FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL HELI-KIT RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. THIS RETURN POLICY IS NOT A WARRANTY.

NOTE: Heli-Kit will not accept for return any products you purchased from a end-user.

4. Technical Support. Heli-Kit will provide technical support for products at no additional charge for the life of the product for the original purchaser. Heli-Kit provides technical support via on-line, telephone and other methods. Heli-Kit may change the means through which it provides technical support at any time. Heli-Kit does not guarantee that software will be free from errors, either in isolation or in combination with hardware.

5. Product Warranty. Heli-Kit warrants to the original purchaser that Heli-Kit-branded products will be free from defects in materials and workmanship from the date of shipment for 1 year for private/personnel use and 90 days for commercial applications from the date of shipment or invoice or, if longer, the period stated in the product manual or your service package. During the warranty period, Heli-Kit will, at its option: (1) provide replacement parts necessary to repair the product, (2) replace the product with a comparable product, or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. Purchasing additional products from Heli-Kit does not extend your warranty period. To obtain service under this limited warranty, you must follow Heli-Kit's warranty procedures. You may be required to return defective items to Heli-Kit and Heli-Kit will charge you for replacement parts or products if you fail to do so. THIS LIMITED WARRANTY COVERS NORMAL USE. HELI-KIT DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF HELI-KIT BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-HELI-KIT BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-HELI-KIT BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

6. HELI-KIT IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.

7. Disclaimer of Warranties; Limitation of Liability. EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, HELI-KIT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. HELI-KIT'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR HELI-KIT IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. General. You may not assign this Agreement without Heli-Kit's written consent. Heli-Kit and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Heli-Kit, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Heli-Kit. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Heli-Kit. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the City of Panamá, Panamá, without giving effect to conflicts of law rules. Heli-Kit's address is on Casa 69 C, Villa Karola, Penonomé, Panamá,. Tel-Fax: +507 6980-6109.

Privacy Notice. Heli-Kit respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential.