



## ALLIANCE TECHNOLOGY GROUP

### ALLIANCE TECHNOLOGY GROUP, LLC TERMS AND CONDITIONS OF SALES

1. **SCOPE.** An order constitutes an agreement between Alliance and Buyer when accepted in writing by Alliance. Any of the terms and conditions of Buyer's order, which are in any way inconsistent with or in addition to the Terms and Conditions of Sale, or in the Agreement referenced on the terms of this acknowledgment, if any, shall not be binding on Alliance unless expressly accepted in writing by an Officer of Alliance. If an agreement is referenced on the face of this acknowledgment, the terms and conditions set forth in that Agreement shall be controlling. This agreement shall be held in force for this order and all respective future orders. To receive timely services Client must provide safe and timely Access to premises as applicable.
2. **PRICES.** PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Prices will be those in effect on the respective sales order dates. Written or verbal quotations are subject to daily changes and expire at the end of the day that they are made unless otherwise agreed to by Alliance in writing.
3. **TAXES AND OTHER CHARGES.** The amount of any present or future transfer, sales, revenue, excise, customs or other duties or taxes, or any other charges imposed on or measured by any transaction between Buyer and Alliance shall be added to the prices quoted or invoiced and shall be paid by Buyer, except those taxes or charges specifically itemized and included in the total price on the face hereof, or in lieu thereof Buyer shall provide Alliance with a tax exemption certificate acceptable to the authorities imposing the same.
4. **PAYMENT DEFAULT.** Buyer agrees to pay for the Goods/Services and any shipping or other charges in full within net 30 terms or as otherwise specified by Alliance Technology Group Credit Department (terms commence upon delivery). In addition to all other remedies Alliance has under applicable laws, in the event of Buyer default, Alliance shall have the right to finance charges upon the unpaid balance at the principal percentage rate of 18% (1.5% per month). Buyer shall also pay all costs of collection including without limitation, attorney's fees. If in Alliance's opinion the financial condition or actions of Buyer at any time indicate that payment for goods ordered may not be received, Alliance may discontinue shipment and require payment in advance. Further, in such circumstances Alliance shall have the right at Buyer's expense, to repossess all Goods which may be stored with Alliance or Buyer for Buyer's account, without the necessity of taking any other proceedings, or after such proceedings as may be required by law. Buyer acknowledges that all the merchandise so repossessed shall be the property of Alliance. No setoffs will be allowed.
5. **DELIVERY.** Shipping dates are approximate and based upon prompt receipt of all necessary documents from Buyer and will be set in a commercially reasonable manner to meet the Buyer's requirements. In the absence of specific instructions, Alliance might exercise its discretion in the method of shipment. Delivery dates are the dates the products are shipped from Alliance unless otherwise noted. Alliance will attempt to meet the delivery schedule of the Buyer's request. However, time will not be of the essence for any delivery schedule. Delivery will be FOB shipping point (origin). All transportation and shipping charges will be paid by Buyer. Buyer assumes title and all risk of loss from the time the products are delivered to a common carrier or placed in the possession of United States Mail, as the case may be.
6. **DELAYS IN PERFORMANCE.** Alliance shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government labor disputes, delays in transportation, and delays in delivery or inability to deliver to Alliance suppliers.
7. **ACCEPTANCE OF GOODS/SERVICES.** Buyer shall examine all goods/services delivered immediately upon receipt and shall be deemed to have accepted said goods/services as conforming unless Alliance is notified to the contrary within ten (10) days of the time of receipt of Buyer.
8. **WARRANTY.** Alliance warrants that the merchandise to be delivered will be of the kind and quality described. The manufacturers' warranty for goods/services shall pass to the Buyer such that the Buyer will realize the original manufacturers' warranty. This warranty is exclusive and it is in lieu of any implied warranty of merchantability, fitness for a particular purpose or other warranty of quality whether express or implied, except the warranty of title and against patent infringement, Alliance shall not be liable under any circumstances for any indirect or consequential damages to a party whatsoever.
9. **RETURN OF GOODS.** Goods may not be returned for any reason unless expressly authorized by Alliance, and, if so returnable, they may be returned only under the conditions set forth herein. If such return is permitted by Alliance, Buyer shall receive written authorization and a handling charge of 20% or higher of the sales price of the Goods returned (including taxes and other charges) shall be paid by Buyer. Goods returned without written authorization shall be refused: risk of loss for all goods returned to Alliance shall at all times be upon the Buyer during shipment, and all replacement shipments to Buyer shall be made only under the provisions of paragraph 5 above.
10. **SHIPPING DAMAGE.** All claims will be made within 48 hours of receipt. Buyer to store product as received until items damaged can be inspected by carrier.
11. **TERMS** In addition to the terms and conditions set forth by Alliance Buyer shall be bound by all manufacturer/distributor terms and conditions.
12. **INTELLECTUAL PROPERTY.** Alliance owns preexisting intellectual property (IP) that Alliance supplies and all new IP developed in connection with delivery of services.
13. **INDEMNIFICATION AND COOPERATION.** Buyer shall hold Alliance harmless and indemnify Alliance against any claim, loss, cost, damage or liability suffered, paid or incurred by Alliance in connection with any claim for personal injury, property damage or any other type of damage, which may be made, threatened or alleged against Alliance by any person resulting from or in connection with (a) any violation of law, regulation, rule, order or restriction of any governmental authority by Buyer, Buyer's customers, or the end user of the Goods/Services, in the resale or use, (b) any improper use of the Goods/Services by Buyer, Buyer's customers, or the end user, or (c) any alteration by Buyer, Buyer's customers, or the end user without prior written authorization from Alliance. In the event of any recall, inspection, testing, replacement or correction of the Goods/Services, whether required by the manufacturer, governmental authority or otherwise, related to any actual or alleged infringement of any United States or foreign patent, copyright or similar common or civil law or civil law right of a third party, Buyer will cooperate and assist Alliance in seeking recourse from the manufacturer/provider in question. Buyer acknowledges that Alliance has no liability with respect to such infringement issues and that all such liability shall be borne solely by the manufacturer/provider of the Goods/Services in question.
14. **CANCELLATION.** Suspension or modification by Buyer. These terms and Buyer's order as indicated on the face hereof can be cancelled, suspended or modified only with Alliance's written consent, and upon terms that will indemnify Alliance against loss arising from such cancellation, suspension or modification.
15. **LIMITATION OF LIABILITY.** Alliance shall not under any circumstances be liable to Buyer or any other person for any special, incidental or consequential damages, including, without limitation, damages resulting from use or malfunction of the products, loss of profits or revenues or costs of replacement goods or loss of data. Even if Alliance is informed in advance of the possibility of such damages. Buyer's recovery from Alliance for any claim shall not exceed Buyer's purchase price for the product/services giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty, or otherwise.
16. **APPLICABLE LAW.** This instrument and performance hereunder shall be governed by the laws of the State of Maryland and this instrument shall be considered a contract made in that State. Buyer agrees that it may bring suit against Alliance only in the state of Maryland, and for purposes of suit against Buyer, submits itself to the jurisdiction of Maryland. Buyer also agrees that it is responsible for all attorney costs and related costs of such suit for itself and for Alliance.
17. **REGULATIONS.** Buyer shall comply with any applicable federal, state and local regulatory requirements.
18. **AEROSPACE BUSINESS UNIT.** a.) Suppliers shall provide access to their premises and facilities for Alliance Technology Group LLC, our customers and regulatory authorities for cooperation on product, process and business issues. b.) Suppliers shall notify Alliance of nonconforming product. c.) Suppliers shall obtain Alliance approval for nonconforming products prior to shipment. d.) Suppliers shall notify Alliance of changes in product, processes, suppliers, and manufacturing facility and, where required obtain Alliance approval.
19. **ENTIRE AGREEMENT.** The terms and conditions hereof, constitute the final and complete and exclusive agreement between the parties, and shall apply to and bind the parties and their respective successors and assigns for all business conducted between the parties unless put in writing and accepted by Alliance.