



ACE AERONAUTICS, LLC TERMS AND CONDITIONS OF SALE

INTRODUCTION

The terms and conditions contained in this document (“Terms and Conditions”) shall apply to all transactions for the purchase and use of products from ACE Aeronautics, LLC (“ACE Aero”). By ordering any product from ACE Aero the Buyer is indicating their agreement to be bound by these Terms and Conditions. They form a legal agreement between the Buyer and ACE Aero and can only be amended with written consent of ACE Aero.

ACE Aero reserves the right to change these Terms and Conditions from time to time without prior notice by changing them on www.aceaero.com, provided that any such change will not affect any purchases made before the change is implemented.

AGREEMENT / ACCEPTANCE

All sales are final. Buyer's acceptance of performance, delivery of any Articles or acknowledgment of the Order or electronic signature will conclusively evidence such acceptance. No change or modification to the order (including any additional or different terms in seller's acceptance) will be binding on ACE Aero unless signed (or authenticated if this is an electronic order) by an ACE Aero authorized representative.

PRICES AND PAYMENT

Unless otherwise stated, all prices quoted are firm and fixed for 30 days. After 30 days, prices are subject to change based on market conditions and availability.

Payment is due at time the Order is placed. Please make all payments to the following:

ACE Aeronautics, LLC
Attn: Accounts Payable
105 Buck Island Rd.
Guntersville, AL 35976
Email: KFisk@aceaero.com

CANCELLATION OF ORDER BY BUYER

Order may only be modified or rescinded by prior written authorization of ACE Aero. If all or part of an order is terminated by such modification or rescission Buyer shall pay termination charges which



shall include a reasonable profit. In any circumstance, ACE Aero's written consent must be given in advance of Buyer's return of Products for credit.

FORCE MAJEURE

ACE Aero shall not be liable for any delay or failure to perform its obligations under this Agreement resulting directly or indirectly to a Force Majeure event such as acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies.

DELIVERY INFORMATION

Title and risk of loss shall pass to the Buyer upon delivery of the products by ACE Aero to the applicable common carrier and payment in full for the Product; unless as otherwise agreed upon in writing by ACE Aero.

In the event a product is defective or does not comply with your order at time of delivery to the Buyer, the Buyer shall promptly notify Ace Aero. ACE Aero will, at its sole discretion, repair or replace products found to be defective. Buyer will be deemed to have accepted any products delivered and Buyer shall waive any such claim if we do not receive notification within fifteen (15) days after the products are delivered to Buyer.

Unless delivery is arranged prior, or a freight/delivery account or other means is provided at the time of Order, delivery charges will be added to the total amount due.

WARRANTY

Products manufactured by ACE Aero are warranted to be free from defects in materials or workmanship for one year from the date of purchase. Within this period, ACE Aero will, at its sole option, repair or replace any components that fail in normal use. **SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.** Such repairs or replacement will be made at no charge to the customer for parts or labor, provided that the customer shall be responsible for any transportation cost. This Limited Warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service performed by anyone who is not an authorized service provider of ACE Aero original or supplied parts; (v) damage to a product that has been modified or altered without the written permission of ACE Aero.



In cases where ACE Aero is not the manufacturer, any and all warranty is limited to the warranty provided by the manufacturer unless otherwise agreed upon.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES CONTAINED IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF, AND ACE AERO EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND REMEDIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY REMEDY OR OTHERWISE.

IN NO EVENT SHALL ACE AERO BE LIABLE IN A CLAIM FOR BREACH OF WARRANTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT.

To obtain warranty service, contact info@aceaero.com for shipping instructions and an RMA tracking number. Securely pack the device and a copy of the original sales receipt, which is required as the proof of purchase for warranty repairs. Write the tracking number clearly on the outside of the package. Send the device, freight charges prepaid, to ACE Aero at 105 Buck Island Rd., Guntersville, AL 35976.

In cases where ACE Aero is not the manufacturer, any and all warranty is limited to the warranty provided by the manufacturer unless otherwise agreed upon.

LIABILITY

ACE AERO'S TOTAL LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ORDER PLACED BY YOU, OR FROM OUR THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT SOLD TO YOU SHALL IN NO CASE EXCEED THE 25% OF THE PRICE ALLOCABLE TO THE PRODUCT THAT GIVES RISE TO THE CLAIM. IN NO EVENT SHALL ACE AERO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS OR SALES.

Nothing in this section or elsewhere in our Terms and Conditions affects your statutory legal rights. In some jurisdictions, this limitation of liability may not apply to intentional or reckless acts or gross negligence on our part.



INDEMNITY

Buyer shall defend, indemnify, and hold harmless ACE Aero and its affiliates, as well as the officers, directors, employees and agents of each, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your violation of any applicable law or breach of these Terms and Conditions.

EXPORT CONTROL

The United States and certain other countries control the export of products and information. The Buyer or End User agree to comply with such restrictions and not to export or re-export the products to countries or persons prohibited under export control laws. By purchasing any product on the Site, the Buyer or End User are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department's Table of Denial Orders or the U.S. Treasury Department's list of Specially Designated Nationals. The Buyer or End User are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the products.

GOVERNING LAW, VENUE, LIMITATION OF ACTIONS.

This Agreement shall be governed by laws of the State of Alabama without regard for its conflict of laws rules and specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or proceeding by Buyer against ACE Aero with respect to this Agreement will be brought in a court of competent jurisdiction located in Madison County, Alabama, USA.