

Stellar Blu Solutions LLC
General Terms and Conditions of Purchase

1. Sales of Goods and/or Services. These terms and conditions are for the purchase of goods, services, or goods and services described on the included Purchase Order (collectively, "Goods") and are issued by the member of Stellar Blu Solutions LLC ("SBS"). The Purchase Order will be deemed accepted upon the earlier of (i) three (3) days following receipt thereof by Supplier if not expressly rejected; or (ii) commencement of performance by Supplier. SBS rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order and irrespective of SBS's acceptance of or payment for Supplier's Goods. Any reference to Supplier's quotation, bid or proposal will not be deemed acceptance of any term, condition, or instruction contained in that document unless expressly set forth on the face of the Purchase Order. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein. All contract documents related to this Purchase Order are to be interpreted together as one (1) agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: a) the terms and conditions of the applicable contract between SBS and Supplier then b) the terms and conditions of the Purchase Order. No change to or modification of the Purchase Order will be binding upon SBS unless in writing, specifically identifying that it is amending the Purchase Order, and signed, or approved electronically by an authorized representative of SBS. If Supplier becomes aware of any ambiguities, issues or discrepancies between the Purchase Order and any specification, design or other technical requirement applicable to the Purchase Order, Supplier will immediately submit the matter to SBS for resolution.

2. Certification; Packaging.

2.1. Supplier, when providing Goods for use on or in an aircraft ("Airborne Goods"), will provide SBS with individual Certificates of Compliance certifying such Airborne Goods adhere to their respective design specifications.

2.2 All items will be packaged in accordance with SBS's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. SBS will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped under the Purchase Order until received by SBS. All containers will be properly marked for identification per the instructions on SBS's Purchase Order and contain a packing slip that details, at a minimum, the SBS Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address.

3. Delivery; Risk of Loss; Title.

3.1 Supplier shall deliver Goods in accordance with the quantities, date(s), and location specified on the Purchase Order. If delivery dates are not stated, Supplier shall offer its best delivery date(s), which will be subject to acceptance by SBS. Unless otherwise directed, all Goods shipped in one (1) day from and to a single location must be consolidated on one (1) bill of lading or air waybill, as appropriate. Supplier bears all risk of loss or damage to Goods and title passes to SBS upon receipt of the Goods by SBS at the Ship To location designated on the face of the Purchase Order.

3.2 Supplier shall, at Supplier's expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than SBS's fault. If Goods are delinquent to SBS's requirements, Supplier will grant SBS first priority for Goods allocation and shipment. SBS reserves the right to reject, at

no expense to SBS, all or any part of any delivery that materially varies from the quantity authorized by SBS for shipment. Supplier will not make any substitutions without SBS's prior written approval. Items shipped in advance of SBS's delivery schedule may be returned at Supplier's expense. For domestic shipments, if requested by SBS, and for all international shipments, Supplier will give notice of shipment to SBS when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

3.3 All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

3.4 Supplier shall provide SBS with (i) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information SBS may require complying with international trade regulations or to lawfully minimize duties, taxes, and fees, and (ii) FTA certificates for all Goods that qualify under one (1) or more FTAs. Supplier shall provide SBS all documents, records, and other supporting information necessary to substantiate the Goods' qualification under such FTA. Supplier shall exert reasonable efforts to qualify the Goods under FTAs.

3.5 Within one (1) business day after Supplier delivers the Goods to the carrier, Supplier shall send SBS a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to SBS's custody.

4. Inspection. SBS has the right to inspect the Goods on or after the delivery date. SBS, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If SBS rejects any portion of the Goods, SBS has the right, effective upon written notice to Supplier, to: (i) rescind the Purchase Order in its entirety or non-conforming portion thereof; (ii) accept the Goods at an equitable reduction in price; or (iii) reject the Goods and require replacement of the rejected Goods. If SBS requires replacement of Goods, Supplier shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation and insurance charges for the return of the Goods and the delivery of replacement Goods.

5. Warranties. Supplier warrants to SBS that for the greater of (i) Supplier's standard warranty; or (ii) a period of twenty-four (24) months from the delivery date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by SBS; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by SBS. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of SBS's discovery of the noncompliance of the Goods with the foregoing warranties. If SBS gives Supplier notice of noncompliance with this Section, Supplier shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and

pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or non-conforming goods to Supplier and the delivery of repaired or replacement Goods to SBS.

6. Quality Assurance - Airborne Goods. Supplier, when providing Airborne Goods, will comply with the Code of Federal Regulations - Title 14 (14CFR), Part 21 and Part 145 and the latest issue of SBS's Quality Management Document QMP-03-10-01 and QMP-03-13-01-C-01 attached to the purchase order, which Supplier acknowledges having received and understood. Supplier hereby grants SBS, its' customers and regulatory authorities, access to inspect Supplier's applicable facilities and applicable records during normal business hours with reasonable notice.

7. Insurance. Supplier is solely responsible for maintaining adequate health, auto, workers' compensation, unemployment compensation, liability, and any other insurance, as is required by law or as is the common practice in Supplier's business. Upon request, Supplier shall provide SBS with certificates of insurance or evidence of coverage before commencing performance under the Purchase Order.

8. Indemnification. Supplier shall defend, indemnify and hold harmless SBS and its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and SBS's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods or Services purchased from Supplier, any claim that an Indemnitee's use or provision of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party or Supplier's negligence, willful misconduct or breach of the Terms. Seller will not enter into any settlement without SBS's or Indemnitee's prior written consent.

9. Termination. SBS may terminate the Purchase Order, in whole or in part, at any time with or without cause for undelivered Goods upon written notice to Supplier. In addition to any remedies that may be provided under these Terms, SBS may terminate the Purchase Order with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with any of these Terms, in whole or in part. If the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the SBS may terminate the Purchase Order upon written notice to Supplier. If SBS terminates the Purchase Order for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted by SBS prior to the termination.

10. Amendment and Modification. No change to the Purchase Order is binding upon SBS unless it is in writing, specifically states that it amends the Purchase Order and is signed by an authorized representative of SBS.

11. Price. Supplier shall furnish the Goods at the prices stated on the face of the Purchase Order. If prices are not stated on the face of the Purchase Order, Supplier shall offer its lowest prices subject to written acceptance by SBS. Unless otherwise provided on the face of the Purchase Order, the prices exclude: (i) all freight to-the specified delivery point; (ii) applicable taxes and other government charges including, but not limited to, all sales, use, value-added or excise taxes; and (iii) all customs duties, fees or charges. All such duties,

fees, taxes and charges referenced in (i), (ii), and (iii) above shall be stated separately on Supplier's invoice.

12. Payment. Supplier shall issue an invoice to SBS on or any time after the completion of delivery and only in accordance with the Terms. SBS shall pay all properly invoiced amounts due to Supplier within forty-five (45) days after SBS's receipt of such invoice, except for any amounts disputed by SBS in good faith. All payments hereunder will be in US dollars unless otherwise agreed to in writing. In the event of a payment dispute, SBS shall deliver a written statement to Supplier no later than ten (10) business days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 12. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Purchase Order notwithstanding any such dispute.

13. Set-off. Without prejudice to any other right or remedy it may have, SBS reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by SBS to Supplier under the Purchase Order.

14. Assignment; Waiver. Supplier will not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of SBS. Any purported assignment or delegation in violation of this section will be null and void. No assignment or delegation will relieve the Supplier of any of its obligations hereunder. The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of any provision hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provision hereunder.

15. Relationship of Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Purchase Order will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity will be construed from the Purchase Order.

16. Governing Law; Venue.

16.1. SUBJECT TO 16.2 BELOW, THE PURCHASE ORDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THE AGREEMENT. VENUE FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT WILL BE EXCLUSIVELY THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. NOTHING IN THE PURCHASE ORDER AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

16.2 FOR THOSE SBS ENTITIES ISSUING PURCHASE ORDERS FROM COUNTRIES OTHER THAN THE UNITED STATES, THE LAWS OF THE COUNTRY, AND IF APPLICABLE, STATE OR PROVINCE OF THE SBS ENTITY ISSUING THE PURCHASE ORDER WILL APPLY WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE UNITED NATIONS CONVENTION

ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THE AGREEMENT.

17. Recall. Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any products containing or incorporating such Goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. Supplier will be solely responsible for administering any recall or willfully participate in the administration of any recall conducted by SBS at or its customer in relation to Supplier's Goods as SBS may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This Section will survive any termination or expiration of the Purchase Order and apply for at least the same duration as SBS's obligation to its customer(s).

18. Compliance with Law. Supplier is in compliance with and shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Order. Supplier shall comply with all export and import laws of all countries involved in the sale of Goods under the Purchase Order.

19. Confidentiality. All non-public, confidential or proprietary information of SBS, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by SBS to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by SBS in writing. Upon SBS's request, Supplier shall promptly return all documents and other materials received from SBS. SBS will be entitled to seek injunctive relief for any violation of this section. This section will not apply to information that is: (i) in the public domain; (ii) known to the Supplier without any obligation of confidentiality at the time of disclosure by SBS to Supplier; or (iii) rightfully obtained by the Supplier on a non-confidential basis from a third party.

20. Import/Customs Compliance. Supplier assumes all responsibility and liability for any shipments covered by the Purchase Order requiring any government import clearance and will promptly provide SBS with a statement of origin for all Goods and United States customs documentation for Goods wholly or partially manufactured outside of the United States. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under the Purchase Order, SBS reserves the right to terminate the Purchase Order in accordance with the termination provisions of the Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by SBS due to Supplier's failure to comply with the terms and conditions of the Purchase Order.

21. Force Majeure. Neither party will be liable to the other for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, embargoes or industrial disturbances. Supplier's economic hardship or changes in

market conditions are not considered Force Majeure Events. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Supplier from carrying out its obligations under the Purchase Order for a continuous period of more than fourteen (14) days, SBS may terminate the Purchase Order immediately by giving written notice to Supplier.

22. Stop Work. SBS may, at any time by written notice and at no cost, require Supplier to stop all or any part of the work under the Purchase Order for a period of up to one hundred twenty (120) days ("Stop Work Order"), and for any further period as Supplier and SBS may agree. Immediately upon receipt of a Stop Work Order, Supplier shall comply with its terms. At any time during the stop work period, SBS may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the termination section of the Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must resume work.

23. Cumulative Remedies. The rights and remedies under the Purchase Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

24. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") will be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Email notices to SBS shall be sent to accounting@stellar-blu.com. Except as otherwise provided in the Purchase Order, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

25. Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of the Purchase Order.

26. Publicity. Any news release, public announcement, advertisement, publicity or any other disclosure concerning the Purchase Order to any third party except as may be necessary to comply with other obligations stated in the Purchase Order requires prior written approval of SBS.

27. Severability. If any term or condition of the Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of the Purchase Order invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of the Purchase Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Purchase Order including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, and Survival.