

Standard Terms and Conditions of Sales

The following Terms and Conditions apply to all Company Sales Transactions, and they take precedence over any other terms and conditions that may apply to a Company Sales Transaction. These Terms and Conditions are automatically incorporated by reference into each Price List issued by Company, and references to the Price List in these Terms and Conditions shall always include these Terms and Conditions.

I. Definitions. For purposes of these Terms and Conditions, the following definitions apply.

- A. The “**Affiliated Entities**” of a Business are (i) each entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the Business [parent organizations], (ii) each entity that directly or indirectly through one or more intermediaries, is Controlled by the Business [child organizations], and (iii) each entity that directly or indirectly through one or more intermediaries, is Controlled by the same entity as the Business [sister organizations].
- B. “**Article**” has the meaning found in 14 C.F.R. § 21.1(b)(2).
- C. An “**Authorized Release Document**” means a document as described in 14 C.F.R. § 21.137(o) or an 8130-3 tag issued by an FAA designee.
- D. “**Company**” means Raisbeck Engineering Inc. Raisbeck Engineering Inc. is located at 4411 South Ryan Way, Seattle, WA 98178.
- E. A “**Company Sales Transaction**” is any sale or contemplated sale of one or more Articles by Company to a Customer and includes a non-consummated offer of sale.
- F. “**Controlled**” in the context of an entity means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract interest, or otherwise.
- G. “**Customer**” means any person who has submitted a Purchase Order to Company or who has agreed to purchase one or more Articles from Company. Such a person remains a Customer through the completion or termination of the Company Sales Transaction, and thereafter remains a Customer for purposes of each provision that survives completion or termination of the Company Sales Transaction.
- H. A “**Claim**” means any claim, demand, loss, damage, injury, liability, cost, or expense (including professional fees and costs as incurred);
- I. “**Cover Goods**” are any articles offered (or provided) by Company to Customer that do not fully conform to the Customer’s Purchase Order, but that are believed to reflect acceptable replacement articles. Cover Goods shall include articles with alternative part numbers, articles subject to different revision levels, articles with different software levels than specified, and articles that vary in any way from the description in the Purchase Order.
- J. When used with respect to one or more Articles subject to a Company Sales Transaction, “**Delivery**” means that the Article(s) have been made available to the Customer subject to the delivery terms in section VII, or subject to any alternative delivery terms agreed-upon in writing by both parties to the Company Sales Transaction.
- K. “**Goods**” means parts, materials, tools, software, drawings, data, manuals or any items that are required to be delivered pursuant to, or in connection with, a Company Sales Transaction.

- L. **“Inspection Period”** has the meaning found in section VIII.
- M. **“Price List”** means a list that Company publishes of Articles for sale, and prices associated with each of them. Each Price List reflects an offer to the general public and incorporates by reference these Terms and Conditions. Company has the discretion to publish more than one Price List and Price Lists may have additional terms that limit their applicability.
- N. **“Purchase Order”** means any communication from a Customer that clearly agrees to purchase one or more Articles from Company. A document that is not understood by Company to be a Purchase Order is not a Purchase Order. Each Purchase Order creates a Company Sales Transaction upon receipt by Company.

II. Abbreviations. For purposes of these Terms and Conditions:

- A. **FAA** means the United States Federal Aviation Administration
- B. **NDA** means Non-Disclosure Agreement
- C. **RMA** means Return Merchandise Authorization

III. Scope of Terms and Conditions

These Terms and Conditions apply to all Company Sales Transactions. These Terms and Conditions are considered to be incorporated by reference into each Pricing List, Quote, Pro Forma Invoice, and Company Sales Transaction Document. Unless they are specifically incorporated by reference in a writing signed by Company, these Terms and Conditions do not apply to any transaction that is not a Company Sales Transaction. Any terms or conditions that are offered by the Customer and that are inconsistent with these Terms and Conditions are automatically rejected.

IV. Acceptance of Orders

- A. Customer orders are typically placed by Purchase Order.
- B. Each sale is made in response to a Purchase Order from Customer, or a Customer request that is the practical equivalent to a Purchase Order. Pricing will be based on the Price List in effect when the Purchase Order is received by Company.
- C. Each Customer Purchase Order is an acceptance of the offer inherent in the published Price List, on the terms, conditions and pricing in that Price List.
- D. If the commercial relationship between Company and Customer is based on a contract obligation, then the entire contract reflects a Company Sales Transaction, on the terms, conditions and pricing in that contract; unless the contract obligation anticipates the use of Purchase Orders in which case each Purchase Order forms a separate Company Sales Transaction.

V. Sale Price and Terms of Payment

- A. Initial Pricing for each Article may be established under a contract between Company and Customer. Where this is the case, that pricing shall apply only for the first calendar year in which the contract was signed; thereafter, Article pricing shall be based on the Price List that applies as of the date on which the applicable Purchase Order is received.
- B. Where an initial pricing does not apply or no longer applies, pricing for each Article shall be established in a Price List, which shall typically be published at least annually. Pricing is subject to change without Notice through the publication of a revised Price List.
 - 1. Pricing in the Price List does not include shipping, installation labor, avionics updating or other alterations to the aircraft, nor painting.
 - 2. Customer is responsible for all shipping charges that may apply to a Company Sales Transaction, including those that may arise after Delivery.
 - 3. Customer is responsible for all taxes, duties and applicable Customs requirements that may apply to a Company Sales Transaction, including those that may arise after Delivery.
- C. If the Customer has paid a deposit and has pledged to purchase a certain number of Articles, an equal portion of that deposit will be considered to apply, on a pro rata basis, to each order within the purchase commitment.
- D. Purchase Orders shall be subject to the pricing from the pertinent Price List that applies to the date on which the Purchase Order is received by Company. A Price List that applies to a year shall be valid until Company's last business day of that year, and orders received after the end of Company's last business day of that year shall be subject to the pricing from the next year's Price List. If a Price List is replaced during the year, then the Subsequent Price List shall have an effective date, and orders received after the end of Company's last business day before the effective date shall be subject to the pricing from the Subsequent Price List, until it is superseded.
- E. A Customer Purchase Order that orders an Article, but quotes the wrong price, shall be considered to be automatically amended as if subject to the written agreement of the Parties and shall be treated for all purposes as if the Customer had quoted the correct price from the applicable Price List.
- E. Customer shall pay Company for Articles subject to a Company Sales Transaction according to the credit terms agreed-upon in writing between Company and Customer. If Company and Customer do not have a written credit terms agreement, then payment for the Company Sales Transaction shall be paid in advance prior to shipping.
- F. All payments, costs and fees in the Company Sales Transaction shall be in US Dollars. Unless otherwise agreed in a writing signed by both parties, all payments shall be made by Customer to Company by remitting by Wire Transfer to the Company's bank.
- G. Customer's failure to pay, or failure to pay on time, shall be considered a material breach for which Customer does not enjoy a right to cure, and if Company (in its sole discretion) permits an option to cure such breach then that does not limit any other right enjoyed by Company.
- H. Late payments (including any situation where a bank or other institution refused to make payment on a payment instrument or other payment mechanism) will incur an interest charge at the lesser rate of (i) one and one-half percent (1 1/2%) per month, compounded monthly, or (ii) the maximum amount permitted by law. This interest charge shall begin to accrue on the earlier of the date on which the payment was due or the date on which the payment was refused, and shall end on the date on which payment was made.
 - 1. Customer agrees to pay any and all costs and fees associated with and/or incidental to collection of past due amounts including collection service fees and/or attorney's fees.
 - 2. Customer shall not have a right to set-off amounts against any amount owed by Company to Customer.

3. Company reserves a purchase money security interest in each Article sold pursuant to the Transaction and proceeds thereof until payment in full is made for each Article provided in connection with the Transaction; and Customer agrees to execute any financing statement requested by Company for the purpose of perfecting a security interest in the Article(s).

VI. Ownership and Security

- A. Upon passage of the Risk of Loss as described in section VII, Company shall relinquish, and Buyer shall gain, title to the Article.
- B. Until full payment is made for the Goods, Company retains a security interest in the Goods for the unpaid amount. Upon Company's request, Buyer shall complete and sign such additional documentation – including but not limited to financing statements - as may be requested by Company to document and/or perfect Company's security interest in the Goods. Company may file a financing statement with an appropriate filing agency for the perfection of a lien at Company's discretion.
- C. While Company retains a security interest in the Goods, Customer shall not allow the Goods to be comingled, installed, sold or transferred to a third party, nor otherwise handled in any way that would defeat or alter the security interest until Customer has paid the secured debts owed to Company.

VII. Shipment and Delivery

- A. Risk of loss shall pass from Company to Customer, upon the earliest of these events: (1) the first tender of the Article to the carrier at the Company location, (2) the first tender of the Article to Customer's representative if the Article is picked up from Company's location by Customer's representative, (3) the first tender of the Article to the carrier at some other location from which the Article is shipped (e.g. for drop-shipped Articles), or (4) Ex Works Company (Incoterms 2020), if none of the first three conditions apply. When risk of loss passes it shall pass at the location at which the Goods exist at the time that risk of loss passes to the Customer. If the passage of risk of loss is ambiguous or unclear, then risk of loss shall be deemed to have been passed to Customer at the earliest time that it could have been passed.
- B. Unless shipment is charged to a Customer account, Customer shall pay Company for actual shipping costs associated with the Company Sales Transaction before shipment is made, and failure to make such payment may delay the shipment. If such payment is not made prior to the shipment, then Customer shall promptly reimburse Company for all shipping charges.
- C. Unless otherwise agreed in writing, Company shall ship Articles via FedEx Ground or Economy Freight service with insurance; however insurance may not provide full replacement value. Such shipments are performed by Company as an agent of Customer.
- D. Company shall ship to the address specified in the Purchase Order; if no address is specified, or if the address is ambiguous, then Company's obligation to ship shall be deferred until Customer provides Notice of a shipping address.
- E. Company shall ensure that each Article is packed and marked (including appropriate markings and labels for hazardous substances and/or materials) in accordance with industry standards and that such packages comply with applicable laws and carrier requirements.
- F. Company is not liable for any delay in performance due to causes beyond Company's control including, but not limited to, embargoes, blockages, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor strikes, riots, insurrection, acts of criminals or terrorists, war, material, shortages or delays in delivery by third parties. In the event of such delay the delivery date shall be extended for a period of time that is

reasonable (in Company's judgment) to account for such delay. Company is not liable for lost profits, loss of business or other incidental, consequential, indirect or punitive damages arising out of any delay. Customer agrees that, if there is any Company liability arising out of a delay, then Company is not liable or responsible for any amount of damage above the aggregate dollar amount paid by Customer for the purchase of the Article under that Sales Agreement.

- G. In the event these terms are silent about a term related to Delivery, then the term shall be interpreted consistent with Incoterms 2020's term "Ex Works" Company (or "Ex Works" from the drop ship source if the Article will be drop shipped from a drop ship source).

VIII. Inspection and Acceptance

- A. Customer may inspect the Article(s) upon receipt and before acceptance. Customer may reject any or all of the Articles that do not conform to the requirements of the Company Warranty found in section XV of these terms within ten days of Delivery of the Goods [the "**Inspection Period**"]. Until the end of the Inspection Period, unless Customer has already stated that it would accept Cover Goods, Customer may reject Cover Goods if they are not acceptable substitutes for the ordered Articles. If Customer accepted the document associated with the Articles before the Articles were shipped, and if the delivered documentation remains substantially unchanged from the accepted documentation, then Customer may not reject (nor revoke acceptance of) the Goods on the basis of the documentation. After the Inspection Period has passed with no Notice of Rejection, each Article is considered accepted, and the Customer may no longer reject the Article(s) nor revoke acceptance.
- B. If an Article is rejected, the Customer shall provide Company with Notice of Rejection before the end of the Inspection Period to request a Returned Merchandise Authorization (RMA) from Company.
- C. Notwithstanding any other provision, Notice of Rejection shall be delivered to Company using the methods shown in section XVII.
- D. An article may not be returned to Company without Company's written permission, which is only issued through an RMA.
- E. If an Article is returned, then the Article shall be returned at the Customer's expense, and Customer shall promptly reimburse Company for any such expenses paid by Company. All returns shall incur a restocking fee equal to are subject to a 15 percent of the total price of the returned Article(s).
- F. An Article is considered accepted by Customer if it is (i) affirmatively accepted by Customer in writing or (ii) installed in an aircraft or in a higher-level assembly (or subject to an installation attempt), or (iii) used in a manner inconsistent with ownership by any other person than Customer, or (iv) not rejected within the Inspection Period.

IX. Assignment and Subcontracting

- A. Customer may not assign nor subcontract any of its rights or delegate any of its obligations under the Purchase Order nor the Company Sales Transaction (including those arising under associated documents) without Company's prior written consent. Company may, at its option, void any attempted assignment or delegation undertaken without Company's prior written consent.
- B. To the extent allowed by applicable law, no person who is not a party to a Company Sales Transaction shall be entitled to enforce or take the benefit of any of the terms of such a document (including those arising under associated documents) whether as a result of applicable legislation, custom or otherwise, except that a warranty right owed to the Customer may be transferred to an aircraft owner only as described in this Agreement.

X. Term and Termination

- A. Each Company Sales Transaction forms a separate contract and remains in effect with respect to that transaction until either the Company Sales Transaction is terminated in accordance with this section or until the Article(s) is delivered to Customer as anticipated by the Company Sales Transaction and any post-Delivery obligations described or anticipated under this Agreement have been completed.
- B. Before an Article is delivered to Customer, Customer may terminate any Company Sales Transaction for that same Article, for any reason; any deposit that was paid and is attributable to that order is forfeit.
- C. Before an Article is delivered to Customer, Company may terminate any Company Sales Transaction for that same Article, for any of the following reasons:
 - a. If Company does not (or will not) have current stock of the Article at the time of intended shipping;
 - b. If Company reasonably believes that the Company Sales Transaction may violate applicable laws (including an inability to obtain in a timely manner licenses necessary to permit the Company Sales Transaction to be accomplished as intended); or
 - c. If Customer breaches any agreement that incorporates these Terms and Conditions.

Such termination shall be effective upon written Notice to Customer. For a Company Sales Transaction terminated under this paragraph, Company shall have no further obligation in connection with that terminated Company Sales Transaction.

- D. Any obligations or duties which, by their nature, extend beyond the conclusion or termination of the Company Sales Transaction shall survive the conclusion or termination of the Company Sales Transaction. This shall include the Sections of this Agreement entitled:
 - Indemnification
 - Liability
 - Insurance
 - Warranty, Breach and Remedies
 - Notice
 - Timing
 - Compliance With All Laws
 - Jurisdiction
 - Costs and Attorney's Fees
 - Severability

XI. Confidential Information and Publicity

- A. If Company and Customer have entered into a NDA which covers disclosure of confidential information under the Company Sales Transaction, and if the term of the NDA expires before the expiration or completion of any Purchase Order associated with the Company Sales Transaction, then the term of the NDA shall be automatically extended to match the term of the Company Sales Transaction, with respect to all matters related to the Company Sales Transaction.
- B. The Company and Customer shall treat the terms, conditions, and existence of each Company Sales Transaction as Confidential Information belonging to Company.
- C. Customer shall obtain Company's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship with Company.

XII. Indemnification

- A. Customer shall defend, indemnify, and hold Company harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Customer (including its Subcontractors) in the performance or fulfillment of the Company Sales Transaction; (ii) installation of any Article(s) subject to the Company Sales Transaction (including but not limited to Claims arising during or caused by installation or Claims attributable to improper installation), (iii) operation of any Article(s) subject to the Company Sales Transaction (or of any aircraft onto which such Article may be installed), (iv) any negligent or willful acts or omissions of Customer which results in personal injury (including death) or damage to tangible property, (v) installation or use by a third party of the Articles subject to the Company Sales Transaction. For purposes of this paragraph only, the term “**Company**” also includes the employees, officers, directors, agents, of Company and of each of Company’s Affiliated Entities.
- B. Company will provide the Customer with prompt written Notice of the Claim and permit Customer to control the defense, settlement, adjustment, or compromise of any Claim, subject to the terms of this section. Company may employ counsel at its own expense to assist it with respect to any Claim. Customer will have no authority to settle, adjust, or compromise any Claim on the Company’s behalf, except where the settlement, adjustment, or compromise has been accepted, in writing, by Company.
- C. Nothing in this section shall limit any other remedy of the Company and Customer.

XIII. Liability

- A. NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, COMPANY SHALL NOT BE LIABLE TO CUSTOMER WITH RESPECT TO THE SUBJECT MATTER OF THE COMPANY SALES TRANSACTION UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT CUSTOMER PAID TO COMPANY UNDER THE COMPANY SALES TRANSACTION.
- B. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE COMPANY SALES TRANSACTION, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- C. THE LIMITATIONS OF THIS LIABILITY SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY PROVIDED HEREIN.

XIV. Insurance.

Company shall carry aviation liability insurance in sufficient amounts, in Company’s sole discretion. No other insurance obligation shall be required of either party.

XV. Warranty, Breach and Remedies.

- A. **Warranty Scope.** Company warrants that each Article shall be (1) free from design defects, in view of the state of the art at the time of the design of the Article in question, (2) free from design defects known to Company on the date of issuance of the applicable FAA design approval, and (3) free from defects in material, and/or manufacturing workmanship.

- B. **Warranty Period.** The warranty shall begin when the Article is Delivered to Customer and shall continue for a period of up to one (1) year after the first installation of the Article. In cases where installation does not happen expeditiously after Delivery, this warranty shall expire no later than two (2) years after Delivery.
- C. **Warranty Exclusions.** This warranty does not cover Claims caused by or attributed to:
1. shipping damage;
 2. installation, including installation failure;
 3. Customer and/or third-party negligence;
 4. Customer and/or third-party willful acts or omissions;
 5. interface or interaction with other systems in an aircraft;
 6. failure to properly service and/or maintain the Article or an aircraft into which the Article is installed (including any failure to follow an applicable instruction in a Company maintenance manual or instruction);
 7. failure to operate any aircraft properly;
 8. failure to operate any aircraft consistent with FAA regulations and all applicable FAA approvals; and/or
 9. use of the Article that is inconsistent with the scope and limits of the applicable FAA design approval.
- D. **Warranty Transferability.** The Customer may transfer the unexpired remainder of the Warranty to any person who owns an aircraft into which the Article is installed.
- E. COMPANY AND CUSTOMER ACKNOWLEDGE THAT THIS WARRANTY ENTIRELY REPLACES ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND THAT NO SUCH IMPLIED WARRANTIES NOR OTHER WARRANTIES APPLY TO THIS TRANSACTION NOR TO THE GOODS IN THIS TRANSACTION.**
- F. **Warranty Claim Process.** In the event that an Article breaches this warranty, and the breach was not discerned during the Inspection Period, Customer may make a warranty claim by notifying Company in writing of the breach, with a description of the reason for return, nature of the breach, and of all facts relevant to the claim of breach (“Warranty Claim”).
- G. **Warranty Claim Assessment.** If the Warranty Claim appears to be timely and facially valid, then Company will issue an RMA to Customer and Customer may return the Goods to Company at Customer’s expense. Company shall then assess the Goods based on the written Warranty Claim.
1. If the assessment shows that the Warranty Claim is valid, then Company shall provide the remedy or remedies described in this section.
 2. If the assessment shows that the Warranty Claim is not valid, then Company may, in its sole discretion, (1) retain the Article as security for payment if Customer owes to Company or will owe to Company any debt related to the article, (2) destroy the Article, if authorized by Customer, (3) return the Article to Customer at Customer’s expense, or (4) perform such work as may be necessary to ensure that the Article is airworthy (which work may be performed directly by Company or by contract), return the Article to the Customer, and invoice the Customer for each cost incurred in the work on that Article.
 3. The assessment shall be carried out using standards established at the sole discretion of Company.
- H. **Interim Remedy.** During the Warranty Claim Process and/or Warranty Claim Assessment, Company may provide a replacement article to Customer in advance of the assessment. This may be done in circumstances where Company believes that such a replacement will facilitate Customer’s continued operations. If the Warranty Claim Process and/or Warranty Claim Assessment shows that Customer has no entitlement to remedy, then Company shall invoice Customer for the replacement article and Customer shall pay for the replacement article.

XVI. **Documentation of Goods**

- A. For each Article that is subject to a Company Sales Transaction:
- If the Article was produced by Company, then Company shall provide a Certificate of Conformity. The Certificate of Conformity may be stamped on the first page of the packing slip, or it may be provided in any other commercially reasonable format at Company's sole discretion.
 - If the Article was produced by a manufacturer other than Company, then Company shall provide the documentation verifying identity and condition that was provided to Company by the manufacturer (if any).
- B. If Company provides an Article that does not meet the documentation requirements of this section, then Customer must give Notice to Company of this failure and such Notice must reach Company within ten days of Delivery of the Articles. Upon such Notice, at Company's discretion, Company may (1) cure the issue by providing acceptable documentation within ten days of receipt of such Notice, (2) terminate the transaction by demanding the return of the Article and issuing to Buyer a refund of any sums already paid for that transaction, or (3) reject the claim (e.g. if Company feels the documentation met the requirement). An effort to cure is not an admission that the earlier documentation was inadequate. This clause shall be Customer's sole remedy for Customer's documentation-related claims.
- C. In some cases, Company may provide an Authorized Release Document with the Article. If Customer desires an Authorized Release Document, then Customer must request such an Authorized Release Document on the Purchase Order. If the Article is ineligible for an Authorized Release Document issued by Company, then Company shall have no obligation to provide an Authorized Release Document with the Article.

XVII. Notice

- A. Where Notice is required, Notice shall be delivered in writing and may be delivered using hand delivery, email, postal mail, facsimile transmission, or overnight delivery service.
- B. Notice to Company shall be delivered to the Company postal address shown in these Terms and Conditions (by first class mail or by overnight service), or to the Company email address or Company facsimile number shown in the footer of the then-current Price List.
- C. Notice to Customer may be sent to the same address or location as the Purchase Order, using the same mode of delivery as the Purchase Order. Where multiple copies of a Purchase Order have been sent (such as where an emailed copy and a postal-mailed copy are both transmitted), then Notice to Customer may be sent using any one of the modes by which the Purchase Order was sent. Notice to Customer may also be delivered to the Customer's physical office by first class mail or by overnight service.

XVIII. Timing.

Failure by a Customer to meet a deadline specified in any Company Sales Transaction document or other agreement with Company will be considered a material breach of these Terms and Conditions.

XIX. Compliance With All Laws.

- A. Customer guarantees that its actions and omissions are in full compliance with all relevant laws, regulations, and government policies, including but not limited to those related to airworthiness, export, hazardous materials, and occupational safety. Customer agrees to defend, hold harmless, and indemnify Company from any Claims that are caused by or attributed to non-compliance with this guarantee. Customer agrees to promptly reimburse Company for any fees, expenses, fines, penalties or other costs (including attorneys' fees, reasonably foreseeable consequential and incidental damages, and the reasonable economic effect of any injunctive relief) that are caused by or attributed to non-compliance with this guarantee.
- B. Customer acknowledges that Articles purchased from Company may be subject to export controls under the laws of the United States and agrees that Customer is responsible for compliance with all such laws. If Company assists

Customer in fulfilling such responsibilities, then this does not alter Customer's responsibility and Customer shall defend, hold harmless, and indemnify Company from any Claims that are caused by or attributed to such assistance. Customer agrees, warrants and represents that it will not export or re-export any Article purchased from Company in violation of the export laws of the United States. Customer shall provide any and all import and export documents as requested by Company in order to comply with the requirements herein. Should Customer fail to provide such documents, Company shall be entitled to cancel the order.

XX. Jurisdiction.

All agreements made by Company are made in Washington and shall be interpreted under the laws of Washington, not including the state's conflict-of-law's provisions. Both parties agree that any suit brought in relation to this agreement, or to enforce any clause of this agreement, shall be brought in a trial court in King County, Washington. Both parties agree to be subject to the personal jurisdiction and venue of that court.

XXI. Costs and Attorneys' Fees.

In the event that Company needs to hire an agent or attorney or make use of an arbitrator, mediator, court system or other legal mechanism in order to secure a right owed to Company or otherwise enforce a right enjoyed by Company under any agreement subject to these terms and conditions, Customer shall be liable to Company for all costs and fees (including attorneys' fees) associated directly or indirectly with this process.

XXII. Severability.

If any term, clause or provision contained herein is declared or held invalid or enforceable by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any of the term, clause or provision hereof.