

Aerotron AirPower Inc. d/b/a Fokker Aerotron
Terms and Conditions of Sales June 2009

Applicability and scope: These Terms and Conditions of Sales apply to all quotations, proposals and / or Orders regarding the performance by Fokker Aerotron of component repair and overhaul services for Customer. The applicability of Customer's general conditions is hereby expressly excluded. Deviations from or additions to these Terms and Conditions shall only be binding if and to the extent an authorized representative of Fokker Aerotron has given its consent thereto in writing.

Order: An Order as issued by Customer is effective when it is received by Fokker Aerotron. Acceptance is limited to the terms and conditions of these Terms and Conditions.

Prices: All prices are stated in U.S. Dollars and stay firm during the entirety of the Order, unless Fokker Aerotron agreed upon otherwise in writing. The price will include all taxes except state or local sales or use taxes or similar taxes, which Fokker Aerotron is required by law to collect from Customer. Such taxes, if any, shall be separately stated on Fokker Aerotron's invoice. All customs clearance cost related to import/export, if any, of the Order are excluded and will be invoiced separately.

Payment: Fokker Aerotron will provide Customer with one original invoice for each Order [or for each shipment (if more than one) made on an Order]. Unless Fokker Aerotron and Customer have agreed to separate credit conditions, payment shall be made within thirty (30) days of the date of the relevant invoice. A 2% discount will apply in case payment takes place within 10 days of the date of the invoice. If Customer is delinquent on timely payment, then Fokker Aerotron has the right to charge Customer 1% interest per month over the overdue amounts, which charge will be due immediately.

Cancellation: If Fokker Aerotron refuses or fails to provide any services within the time specified in an Order, or any extension thereof, Customer may terminate the relevant Order, except when delay of Fokker Aerotron is due to unforeseeable causes beyond the control and without the fault or negligence of Fokker Aerotron. If any such delay exceeds sixty (60) days and Customer and Fokker Aerotron cannot come to an alternative arrangement, Customer may terminate the Order.

Termination. If either party (the "Defaulting Party") becomes insolvent; if a receiver of the Defaulting Party's assets is appointed; if the Defaulting Party takes any step leading to its cessation as a going concern; or if the Defaulting Party either ceases or suspends operations for reasons other than a strike, then the other Party may immediately terminate an Order on written notice to the Defaulting Party, unless the Defaulting Party immediately gives adequate assurance, satisfactory to the other Party of the future performance of an Order by the Defaulting Party. If bankruptcy proceedings are commenced with respect to the Defaulting Party and if an Order has not terminated, then the other Party may suspend all further performance of said Order until the Defaulting Party assumes or rejects the Order pursuant to the relevant provisions of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by the non-defaulting Party pending the Defaulting Party's assumption or rejection will not be a breach of an Order and will not affect the non-defaulting Party's right to pursue or enforce any of its rights under an Order or otherwise, including Customer's right to procure the articles or services from any other supplier or suppliers of Customer's choice, against no cost for Fokker Aerotron.

Inspection: All services ordered and delivered hereunder will be subject to final inspection and approval of the Customer within a commercially reasonable time, however no later than 5 business days after receipt of the services. Any such services, which do not comply with an Order may be rejected by Customer. Where relevant title to articles ordered will not pass to Customer until Customer inspects and accepts the shipment.

Delivery: Unless otherwise indicated, delivery will be FCA point from Fokker Aerotron facility.

Warranties: Fokker Aerotron warrants that the services to be supplied hereunder are fit and sufficient for the purpose intended; that they are merchantable, or good quality and free from defects in material and workmanship specifically limited to the actual work performed and newly supplied materials, excluding Customer Furnished Material, installed during the repair; and will conform to applicable specifications, instructions, drawings, data and samples. Fokker Aerotron warrants that it has good title to all articles supplied and that they are free and clear from all liens and encumbrances. Such warranties, together with service warranties and guarantees, shall run to the Customer, its officers, directors, employees, successors, assigns, and customers. All warranty claims must be presented to Fokker Aerotron before the warranty expiration date and within ten (10) days of the date of discovery. The claim must include the discrepancy or reason for claim and the operational time on the unit. Unless otherwise agreed upon by Fokker Aerotron the warranty period will start as of the date of re-delivery of the component to Customer and will be in case of Repair 12 months or 2,000 Flight Hours, whichever comes first, and in case of Overhaul 18 months or 3,000 Flight Hours, whichever comes first. The following situation shall not constitute a defect under this warranty: in case a component has been tampered with, and / or in case a component has been repaired and / or overhauled by a third party, and / or a situation of normal wear and tear and / or in case a component suffered from foreign object damage. The obligation of Fokker Aerotron under this warranty shall be limited solely to repairing or replacing any component that is returned within the stipulated warranty period, subject to the warranty provisions relating to the last service performed by Fokker Aerotron, i.e., either overhauled or repaired. No other warranties shall be expressed or implied by law or otherwise, and no further obligation or liability shall be incurred by Fokker Aerotron.

Patent indemnification: Fokker Aerotron shall defend, indemnify and hold harmless the Customer, its officers, directors and employees, against proceedings at law, claims, suits, losses, damages, judgments, fines, costs and any and all liability or expense

arising out of or in connection with any claim that the use of articles or materials furnished by Fokker Aerotron hereunder, infringes any existing patent, copyright, trade secret, trademark or other proprietary right. Customer agrees to give Fokker Aerotron notice of any such claim, suit, action or demand of which Customer has received notice. If any of the articles ordered hereunder purport to be protected by one or more patents or copyrights, and a decree or judgment be entered in a court of competent jurisdiction holding invalid any such patents or copyrights or any of the protection which it purports to give, the relevant Order may forthwith be cancelled by the Customer.

Indemnity: Fokker Aerotron will defend, indemnify, and hold harmless Customer, its officers, employees (collectively "Customer") against and from all claims, suits, judgments, losses, damages, fines or costs (including reasonable attorneys fees and expenses) resulting from any claim, suit or demand by any third party, including but not limited to injuries to or deaths of persons or loss of or damage to property, arising out of the gross negligent and / or willful misconduct of Fokker Aerotron in connection with Fokker Aerotron's performance under an Order and / or these Terms and Conditions. Fokker Aerotron shall in any event never be liable for any indirect or consequential damages, including but not limited to the loss of use, revenue or profit.

Excusable delays: Fokker Aerotron shall not be in default because of any failure to perform an Order under these Terms and Conditions for Sale if the failure arises from causes beyond the control and without the fault or negligence of Fokker Aerotron. Examples of these causes are: acts of God or any of the public enemy, acts of the Government in either its sovereign or contractual capacity, inability of Fokker Aerotron after due and timely diligence to procure materials, equipment or parts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of subcontractor, and without the fault or negligence of him, Fokker Aerotron shall not be deemed to be in default.

Assignment: Neither party may assign an Order or any rights or obligations herein without first obtaining the written consent of the other party; provided that consent is hereby given to an assignment to any corporation with which either party may merge or consolidate or which may succeed to its business. However, Fokker Aerotron reserves the right to make use of the services of specialised subcontractors where deemed appropriate at its own discretion, without any consent needed. Such subcontracting shall not relieve Fokker Aerotron from its obligations under an Order and / or these Terms and Conditions for Sale.

Confidential: Neither party shall disclose the terms of an Order to any third party without first obtaining the prior written consent of the other party.

Independent Contractor: Fokker Aerotron is an independent contractor for all purposes. Fokker Aerotron shall have complete control over the performance of, and the details for accomplishing, the services. In no event shall Fokker Aerotron or its agents, representatives or employees be deemed to be agents, representatives or employees of Customer. Fokker Aerotron's employees shall be paid exclusively by Fokker Aerotron for all services performed. Fokker Aerotron shall comply with all requirements and obligations relating to such employees under federal, state and local law (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance.

Insurance: Fokker Aerotron shall maintain appropriate insurance, where applicable to the type of service being performed, of the following categories: General Liability, Workmen's Compensation, Property Damage.

Compliance with Laws: Fokker Aerotron and Customer shall both comply with all applicable statutes and government rules, regulations and orders, including those pertaining to United States Export Controls, including the United States International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulations. Fokker Aerotron agrees to comply with all applicable state, federal and local laws, including, but not limited to, all applicable requirements of the Federal Government, pertaining to non-discrimination in employment and facilities. Fokker Aerotron shall have a FAA approved drug and alcohol program in compliance with 14 CFR Part 21 Appendix I and J.

Governing Law: These Terms and Conditions and any dispute arising under or in connection herewith, including any action in tort, shall be governed by the laws of the State of Georgia. No consideration shall be given to the State of Georgia's conflict of laws rules. These Terms and Conditions and any Order hereunder exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

Disputes: Any dispute that arises under or is related to these Terms and Conditions and any Order hereunder that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Fokker Aerotron shall proceed with performance of an Order according to Customer's instructions so long as Customer continues to pay amounts not in dispute.