



**BERNOULLI AEROSPACE, LLC E-Business Website Use:**

By clicking accept, user hereby agrees to the terms and services set forth within this agreement.

**General Terms:**

This e-business website (hereinafter referred to as "site") is provided by Bernoulli Aerospace, LLC as an online information and communication service. Use of this site is subject to your acceptance of the terms and conditions set forth within this agreement.

**Terms:**

All sales of product are contingent, and will be governed, by these terms, and these terms are incorporated into any quote provided by the seller (Bernoulli Aerospace, LLC) to any buyer. Buyer's order for any products whether communicated to the seller verbally, in writing, by electronic data interface or other electronic commerce, shall constitute acceptance of these terms. No modification to these terms will be binding on seller unless agreed to in writing and signed by an authorized representative of the seller.

**Price; Payment:**

The products set forth in the seller's quote are offered for sale at the prices indicated in seller's quote. Unless otherwise specifically stated in the seller's quote, prices are valid for thirty (30) days and do not include any sales, use, or other tax duties. Seller reserves the right to modify prices at any time to adjust for any raw material parts fluctuation. All sales are contingent upon credit approval and payment for all purchases is due thirty (30) days from the date of the invoice (or such date as may be specified in the quote).

**Shipment; Delivery: Title and Risk of Loss:**

All delivery dates are approximate. Seller is not responsible for damages resulting from any delivery. Regardless of the manner of shipment, delivery occurs and title and risk of loss **SERVICES, USE, LOSS OF USE OF, OR INABILITY TO USE THE PRODUCTS OR ANY PART THEREOF, LOSS OF DATA, IDENTITY, PRIVACY, OR CONFIDENTIALITY, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT**

**SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.**

**Cancellations and Changes:**

Buyer may not cancel or modify any order for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage. Seller, at any time, may change Product features, specifications, designs and availability.

**Security Interest:**

To secure payment of all sums due, Seller retains a security interest in all Products delivered to Buyer and, Buyer's acceptance of these Terms is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest.

**Termination:**

Seller may terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms (b) appoints a trustee, receiver or custodian for all or any part of Buyer's property (c) files a petition for relief in bankruptcy on its own behalf, or one if filed by a third party (d) makes an assignment for the benefit of creditors; or (e) dissolves its business or liquidates all or a majority of its assets.

**Entire Agreement:**

These Terms, along with the terms set forth in the main body of any quote, forms the entire agreement between the buyer and seller and constitutes the final, complete and exclusive expression of the terms of sale. In the event of a conflict between any term set forth in the main body of a quote and these terms, the terms set forth in the main body of the quote shall prevail. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter shall have no effect. **These terms may not be modified unless in writing and signed by an authorized representative of seller.**