



General Terms and Conditions of Sale

INAV LLC, herein referred to as the “Seller” and the person or entity purchasing goods (collectively the “Products”) from Seller is referred to as the “Buyer”. Unless otherwise agreed in writing signed by Seller and Buyer, these terms and conditions (hereinafter the “Terms and Conditions”) govern the purchase of Products by Buyer and constitute the complete and exclusive terms of contract. Seller shall not be deemed to have waived any provisions of these Terms and Conditions by failing to object to provisions that may appear on, be incorporated by reference in, or be attached to any purchase order or request from Buyer and any such proposed terms shall be void. The earlier of (i) Buyer’s acceptance of a quotation for Products from Seller; (ii) Seller’s shipment of any of the Products ordered hereby to Buyer; or (iii) payment of Seller’s invoice shall constitute an acceptance of these Terms and Conditions. Seller’s acceptance of Buyer’s order is expressly conditioned on Buyer’s assent to the terms and condition hereof.. Any modification or addition to these Terms and Conditions must be in writing and signed by an authorized representative of Buyer and Seller. By accepting delivery of the goods you acknowledge that there is no indemnification of any kind and no representations or warranties. Moreover, all special, incidental, consequential, and punitive damages are specifically waived. This limitation shall apply to any re-order or future order of any goods of any type from Seller unless consented to in a signed writing by Seller.

1. TAXES. Except as otherwise specified, the prices stated do not include any state, federal or local sales, use or excise taxes or duties applicable to the sale, delivery, or use of any Products contained in this order, including, as applicable, associated software delivered with such equipment and the Buyer expressly agrees to reimburse to Seller, in addition to the prices stated, the amount of any such taxes, domestic or foreign, which may be imposed upon or payable by Seller.

2. PRICES AND PAYMENTS. Prices for each Product are EXWORKS (Incoterms 2020) Seller's facility and in United States currency, unless stated otherwise. Seller reserves the right to correct any inaccurate invoices. Payment terms are as per invoice provided to Buyer. Payment must be made in United States currency. Seller may without notice modify or withdraw credit terms including, but not limited to, requiring advance payment, guarantees, or other security. If Buyer is delinquent in any payment to Seller, then until all delinquent amounts and late interest if any are paid Seller may, at its discretion: (a) be relieved of its obligations with respect to the delinquent order; (b) refuse to process any credit to which Buyer may be entitled; (c) set off any credit or sum owed by Seller to Buyer against any undisputed amount owed by Buyer to Seller; (d) withhold future shipments to Buyer; (e) declare Buyer’s performance in breach and terminate the order; (f) repossess Products for which payment has not been made; (g) deliver future shipments on a cash-with-order or cash-in-advance basis; (h) charge interest on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (i) charge storage or inventory carrying fees on Products; (j) recover all costs of collection including, without limitation, reasonable attorneys’ fees; (k) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (l) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

3. DELIVERY. Seller will schedule delivery in accordance with its standard lead time unless Buyer’s order requests a later delivery date or Seller agrees in writing to a separate delivery date. Unless otherwise specifically agreed in writing: (1) Delivery shall be EXWORKS (Incoterms 2020) Seller’s facility; (2) title and risk of loss or damage will pass to Buyer when Seller places Product at Buyer’s disposal at Seller’s facility; and (3) Buyer is responsible for all transportation costs (including but not limited to insurance and custom duties) and for any claim to be filed with the carrier as set forth in EXWORKS. If Seller prepays transportation charges or arranges any special routing, packing, labelling, handling or insurance, Seller is doing so on behalf of, and as agent for Buyer, and Buyer shall remain liable for all charges incurred, and such activity shall not alter the obligations under EXWORKS.

4. LIMITED WARRANTY. Seller hereby warrants that the Products sold hereunder will be free of defects in material or workmanship in accordance with the table below based on the condition stated on the invoice. Buyer must notify Seller in writing of any defect within the applicable warranty period, and the defective Product must be received back by Seller within ten (10) business days of issuance of Seller's RMA.

Warranty Information for Engine, Mechanical & Electrical Components by Condition

New: Remaining OEM Warranty as available.

New Surplus: 12 months from the date of invoice unless otherwise specified by seller.

Overhauled: 12 months from the date of invoice unless otherwise specified by seller.

Serviceable: 6 months from the date of invoice unless otherwise specified by seller.

Repaired: 6 months from the date of invoice unless otherwise specified by seller.

Seller’s obligation and Buyer’s sole remedy under this warranty is at Seller’s election repair or replacement, or credit for any defective Product. All Products repaired or replaced are warranted only for the unexpired portion of the original warranty period. Seller will not be liable under this warranty for: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use of Products which is improper or otherwise not in compliance with Seller’s instruction; (2) Product alteration, modification or repair by anyone other than Seller or those specifically authorized by Seller; (3) accident, contamination, foreign object damage, abuse, neglect or negligence after Product shipment to Buyer; (4) damage caused by failure of a Seller-supplied Product not under warranty or by any hardware or software not supplied by Seller; (5) Products normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries); or (6) normal wear and tear and the need for regular overhaul and periodic maintenance.



5. DISCLAIMER. THE LIMITED WARRANTIES SET OUT ABOVE AND THE OBLIGATIONS OF SELLER THEREUNDER, ARE EXPRESSLY IN LIEU OF, AND BUYER HEREBY WAIVES AND RELEASES SELLER FROM, ANY AND ALL OTHER WARRANTIES, AGREEMENTS, INDEMNITIES, GUARANTEES, CONDITIONS, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING OR EXTENDING SELLER'S LIABILITY HEREUNDER WILL BE BINDING ON SELLER UNLESS IN WRITING AND SIGNED BY SELLER'S DULY AUTHORIZED REPRESENTATIVE.

6. LIMITATION OF LIABILITY. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THIS ORDER SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCT WHICH GIVES RISE TO THE CLAIM AND BUYER AGREES THAT IN NO EVENT WILL SELLER BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) SUFFERED BY BUYER, DIRECTLY OR INDIRECTLY, WHETHER IN TORT OR CONTRACT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. EXCUSABLE DELAY OR NONPERFORMANCE. Seller will not be liable to Buyer for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance; blockades; seizure or freeze of assets; delays or refusals to grant an export license or the suspension or revocation thereof; fires, floods, severe weather conditions; any other force majeure, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not, or the impending threat of any of the foregoing, if reasonably expected to cause injury to people or property; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that Seller is actually delayed. If the inability to perform continues for longer than 6 months, either party may terminate the affected order without penalty by providing written notice to the other party.

8. EXPORT. (a) Buyer acknowledges that Products, including any goods, services, or technical data, sold by Seller are controlled by the U.S. government and may not be exported, re-exported, resold, transferred, or otherwise disposed of, to any other country or to any person outside the U.S. or for export, either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations; and (ii) Buyer warrants that it will not directly or indirectly export, re-export, sell transfer, lease, use, or otherwise dispose of the Products in violation of any U.S. laws and regulations.

(b) Buyer represents and warrants that (i) neither Buyer nor any entity that owns more than a ten percent interest in, or has any control over, such persons is identified on any U.S. government export control or sanctions list, including without limitation the Specially Designated Nationals List, Entity List, and Denied Persons List (a "Prohibited Person"); and (ii) to the best of its knowledge no ultimate consignee or end-user, nor any person associated with the transaction is a Prohibited Person; and (iii) Buyer has adequate export control/sanctions processes to ensure compliance with the representations in this Section 8.

(c) Buyer will immediately notify Seller and cease distribution activities with regard to the transaction in question if Buyer knows or has a reasonable suspicion that the Products, services, or technical data may be redirected to other countries in violation of import or export control laws.

(d) Seller will not be liable to Buyer for any failure to provide goods, services or technical data as a result of any of the following U.S. government actions: (x) refusal to grant import, export or re-export authorization; (y) cancellation of import, export or re-export authorization; or (z) any subsequent interpretation of U.S. import or export laws and regulations, after the date of Seller's acceptance of an order, that limits or has a material adverse effect on the cost of Seller's performance of this Agreement.

(e) Unless otherwise agreed, Seller will deliver Products EX-WORKS in the United States, and Buyer, or Buyer's authorized agent/freight forwarder will be the "exporter" responsible for arranging the export from the U.S. and determining licensing requirements and making an export filing including without limitation, Electronic Export Information ("EEI") filings; and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. This clause shall constitute the writing required under 15 CFR 758.3(b) for such routed export transactions. Notwithstanding the foregoing, Seller, upon request, will provide Buyer's designated freight forwarder with required commodity information.

(f) Buyer acknowledges and agrees that the information provided, or certifications made in any Due Diligence Questionnaire or Export Compliance Certification shall be binding on Buyer and falsification of such documents shall be a material breach of this Agreement.

(h) Buyer agrees to indemnify defend and hold harmless Seller for any fines, penalties, legal fees, claims or other costs, arising from a breach of this Section 8.



9. SOFTWARE LICENSE. Third party software delivered hereunder, either embedded in equipment manufactured by other than Seller or specifically designed for use in or with such equipment (“Third Party Software”), shall remain subject to all pre-existing copyrights and licenses. Seller hereby transfers to the Buyer, to the extent to which it may do so effectively without any third-party consents, the licenses and copyrights that were acquired by the Seller in such Third-Party Software that are appurtenant and transferable to the equipment.

10. APPLICABLE LAW. These General Terms and Conditions of Sale will be governed by the laws of the State of Illinois, U.S.A. without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, will not apply.

11. SEVERABILITY. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

12. WAIVER. Failure by Seller to assert all or any rights upon breach of this order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No written waiver of any right shall extend to or affect any other right Seller may possess, nor shall such written.

13. ENTIRE AGREEMENT. These General Terms and Conditions of Sale govern the sale of Products by Seller, notwithstanding any different, conflicting, or additional terms or conditions which appear on any purchase order or other business form submitted by Buyer, such different conflicting or additional terms will not become a part of the contract of sale between Seller and Buyer.