TERMS AND CONDITIONS OF SALE

These Terms govern sales by Lumina Aerotech, LLC ("Seller") to the purchaser ("Buyer"), subject to any written agreement signed by both parties.

1. Payment Terms and Fees
Payment is due before shipment unless written credit terms apply; due dates appear on the acknowledgment or invoice. Payment is in USD unless stated otherwise and is received upon availability of cleared funds. A $35 handling fee applies once per incoming wire, including a wire covering multiple invoices, unless waived. Do not duplicate a fee already included. Buyer bears its bank's and intermediary charges. Card surcharges must be disclosed before payment, separately receipted and within applicable law, network rules and merchant-agreement limits; none apply to debit/prepaid cards. Fees follow the method actually used, with adjustments to prevent duplication. Overdue balances accrue simple interest at 1.5% monthly (18% annually), or the lawful maximum if lower, prorated without compounding.

2. Quotations and Availability
Quotes and proformas are subject to prior sale and their stated validity period; otherwise reconfirm price and availability. Seller accepts orders by written acceptance or acknowledgment; a PO or payment alone neither guarantees stock nor constitutes acceptance. If supply becomes impossible, Seller shall promptly notify Buyer and propose an alternative or cancellation. Changes to part, condition, quantity, price or agreed documents require Buyer's written approval. Seller shall refund amounts attributable to unavailable canceled items within ten business days, subject to legal restrictions.

3. Cancellation and Restocking
Accepted orders require written approval for cancellation/change except as provided here. Approved cancellations or convenience returns may incur 15% of the affected items' price, excluding unaffected items. Custom or specifically sourced items may be designated non-cancelable/non-returnable before acceptance, without eliminating rights for incorrect supply or valid warranty claims. Seller shall confirm cancellation charges in writing; additional nonrecoverable third-party costs require disclosure and agreement before being incurred.

4. Shipping, Delivery and Risk
Unless otherwise agreed, delivery is FCA the actual dispatch facility identified on the acknowledgment, Incoterms® 2020. Risk passes at the agreed delivery point; title passes upon delivery unless separately agreed. Buyer arranges carriage and insurance unless Seller agrees to do so. Without Buyer instructions, Seller may choose reasonable transport at agreed cost. Parties shall reasonably assist carrier claims; transit-risk allocation does not excuse Seller's nonconforming supply or inadequate packaging. Partial shipments/separate invoices are permitted unless complete shipment was agreed; extra split-shipment freight requires prior Buyer approval.

5. Lead Times and Delays
Dates are estimates based on OEM, supplier and carrier information, not guarantees unless expressly agreed in writing. Unless stated otherwise, lead time means arrival at Seller's facility; processing and onward transit are additional. OEM schedules, availability, allocations and release dates may change without notice. Seller does not guarantee OEM estimates, advance notice or written updates for every delay; updates reflect information then available and are not delivery commitments. To the extent lawful, Seller is not liable for delays beyond its reasonable control, including OEM/supplier interruptions, customs, carriers or disasters, and shall use commercially reasonable fulfillment efforts. Legally required notices remain applicable. After ninety days beyond estimated dispatch, either party may cancel affected undelivered items by written notice; Seller shall refund their payments less nonrecoverable special-order commitments expressly agreed in advance. Delivered goods remain payable.

6. Inspection and Acceptance
Within five business days of receipt, Buyer shall inspect goods/documents and report visible damage, shortages, incorrect part/serial numbers or missing/inconsistent agreed documents in writing, with available evidence. Preserve goods and packaging for reasonable inspection. Untimely reporting constitutes acceptance of reasonably discoverable discrepancies, subject to law; valid latent-defect warranty claims remain available. Do not install or use suspected nonconforming goods pending resolution.

7. Warranty
All items are warranted against defects in material for a minimum of thirty (30) days from date of shipment unless otherwise stated on this document. Warranty is limited to replacement or refund of the purchase price at Lumina Aerotech, LLC's sole discretion. This warranty does not cover damage resulting from improper installation, misuse, modification, or normal wear and tear. LUMINA AEROTECH, LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Returns, RMAs and Credits
Prior written RMA is required and authorizes evaluation, not automatic warranty approval, refund or credit. Unless agreed otherwise, dispatch within fifteen days of RMA issuance, provide tracking, and include the RMA, original certificates/trace records and original or equivalent protective packaging. Part/serial/lot identities must match; disclose subsequent installation, use, testing, repair or alteration. Convenience returns must remain unused since delivery and suitably stored. Buyer prepays return freight unless agreed otherwise; Seller reimburses preapproved reasonable freight for confirmed Seller-attributable incorrect/nonconforming supply. Within fifteen business days after receipt of goods and required records, Seller shall advise disposition or explain further testing/OEM evaluation and estimated completion. Credits follow receipt, inspection and acceptance, less agreed charges. Unauthorized returns may be refused/returned at Buyer's expense. No-fault-found testing/recertification charges require prior disclosure and approval. Clause 7 remains unchanged.

9. Limitation of Liability
TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER EXCLUDES INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REVENUE, USE AND AOG COSTS. AGGREGATE LIABILITY FOR AFFECTED GOODS SHALL NOT EXCEED THEIR PURCHASE PRICE, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE. These limits exclude fraud, willful misconduct, gross negligence and liability that cannot lawfully be limited.

10. HAZMAT and Packaging
A $500 commercial HAZMAT handling fee per shipment may apply, plus special packaging, crating, documentation or carrier costs. Charges must be disclosed before acceptance; later charges require Buyer's written approval before being incurred. The handling fee is not a government-mandated charge.

11. Export Controls and Sanctions
Each party must comply with applicable export, sanctions and customs laws, including EAR, ITAR where applicable and U.S. Treasury sanctions. Buyer shall provide accurate requested end-user, end-use, destination and supporting information, and shall not export, re-export, transfer or divert goods unlawfully or without required authorization. Seller may hold/decline shipment for missing information, unresolved compliance concerns or unlawful performance. Each party retains its own legal duties.

12. Formation and Precedence
These Terms must be provided or incorporated before acceptance. Seller's acceptance is expressly conditional on Buyer's assent, except written deviations Seller accepts. Receiving a PO, payment or shipping does not itself accept conflicting Buyer terms. Precedence is: signed agreements; specific order terms both parties expressly agree; then these Terms. Agreed line-specific requirements apply to their items. Authorized representatives must agree changes in writing.

13. Condition and Documentation
Goods must match each line's agreed condition, identification and documents. Specify certificates, traceability, shelf life and substitution restrictions before acceptance. Different parts, condition or agreed documentation require Buyer's written approval. Later document requests depend on availability and agreed charges. Qualified Buyer personnel determine application suitability and installation eligibility; Seller remains responsible for agreed supply and documents.

14. Prices and Additional Charges
Unless included, prices exclude freight, insurance, applicable sales/use taxes, duties, clearance and approved special handling/packaging. The agreed Incoterm and order govern transport/customs costs. Provide valid exemption documents before invoicing. Unaccepted additional charges require Buyer agreement, except government charges legally payable by Buyer.

15. Disputes and Credit Suspension
Report invoice disputes within fourteen calendar days of receipt, identifying amount and reason; pay undisputed sums when due and cooperate in resolution. This deadline does not extinguish nonwaivable rights or valid Clause 7 claims. After written notice, Seller may suspend credit/undelivered shipments for overdue undisputed sums or reasonable payment concerns and require prepayment or reasonable assurance to resume. Buyer shall reimburse reasonable collection costs and attorneys' fees for amounts determined due, to the extent lawful.

16. Law and General Provisions
Florida law governs, excluding conflict-of-law rules and the CISG. Management representatives shall first seek good-faith resolution. Unresolved disputes belong exclusively in competent Nevada state courts or, with federal subject-matter jurisdiction, the U.S. District Court for the District of Nevada; parties consent to personal jurisdiction and venue. Nonenforcement is not waiver; lawful remaining provisions survive an unenforceable provision. Exchange, core-return, loan and repair obligations require written supplemental terms defining charges, returns and conditions and are not inferred from these general Terms.