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Offer of Sale

The items described in this document and other documents or descriptions provided by Parker Hannifin Corporation and its subsidiaries are hereby offered for sale at prices to be established by Parker Hannifin Corporation and its subsidiaries. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any such items, when communicated to Parker Hannifin Corporation and its subsidiary ("Seller") verbally or in writing, shall constitute acceptance of this offer and the Terms and Conditions on this document.

1. **Terms and Conditions of Sale:** All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by Seller, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's products shall in all events constitute such assent.
2. **Payment:** Payment shall be made by Buyer net 30 days from the date of delivery of the items purchased hereunder. Amounts not timely paid shall bear interest at the maximum rate permitted by law for each month or portion thereof that the Buyer is late in making payment. Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives notice thereof within 30 days after Buyer's receipt of the shipment.
3. **Delivery:** Unless otherwise provided on the face hereof, delivery shall be made F.O.B. Seller's plant. Regardless of the method of delivery, however, risk of loss shall pass to Buyer upon Seller's delivery to a carrier. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery.
4. **Warranty:**

New Products

Subject to the conditions and limitations set forth below, Seller warrants that the new products sold hereunder shall be free from defects in material or workmanship under normal use and service for a period of two (2) years from date of installation of the product on the aircraft, provided that the product is installed on the aircraft within two (2) years from the date of manufacture.

Overhauled Products

Subject to the conditions and limitations set forth below, Seller warrants that each Seller-overhauled product shall be free from defects in material or workmanship under normal use and service for a period of one (1) year from date of installation of the product on the aircraft, provided that the product is installed on the aircraft within two (2) years from the date of overhaul by the Seller.

NOTE: THIS WARRANTY DOES NOT APPLY TO BRAKE DISCS AND BRAKE LININGS, FOR WHICH THE SELLER GIVES NO WARRANTY, EXPRESSED OR IMPLIED.

Conditions, Limitations, and Exclusions

The warranties stated above are valid if, and only if, the following conditions are met: (1) the product shall be installed into the aircraft within 24 months of the date of product manufacture; (2) installation, maintenance and operation of the product shall have been in accordance with the specifications and instructions provided by Seller; (3) the written warranty claim, with all requested information properly supplied, has been returned to Seller within 30 days of the date of removal of the malfunctioning product from the aircraft, but in all events within the applicable warranty period specified above; and (4) no substitute parts shall be installed in the product without the prior written authorization of Seller.

The sole responsibility and liability of Seller and exclusive remedy under any claim arising out of, connected with, or resulting from, this sale or the performance or breach of any condition or warranty thereunder, or from the manufacture, delivery, or use of the products shall be the repair of, replacement, or credit for the original purchase price of the defective product at Seller's option.

Any claims under this warranty should be made through an authorized distributor for Seller, freight prepaid, to Parker Hannifin Corporation, Aircraft Wheel & Brake Division, 1160 Center Road, Avon, Ohio 44011.

The warranty shall not apply to any product(s) which shall have been disassembled, repaired, or altered outside the Seller's Service Department unless express prior written authorization was granted; nor shall this warranty apply to any product that has been subjected to misuse or accident or damage to the product(s) after the date of shipment from Seller's facility.

LIMITATIONS OF REMEDY: SELLER'S LIABILITY ARISING FROM OR RELATED TO THE ITEMS SOLD OR ON THE CONTRACT WHICH THE ITEM IS SOLD SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ITEM SOLD, OR REFUND OF THE ORIGINAL PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION.

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES OR EXPENSES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT, GOODWILL, OR REVENUES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES,

DOWNTIME, COSTS ASSOCIATED WITH PRODUCT REMOVAL OR REPLACEMENT, OR COSTS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES OR EXPENSES.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL OR IMPLIED OR STATUTORY, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

Acceptance of this product shall constitute acknowledgement and acceptance of the terms, provisions, limitations and exclusions set forth herein. Such terms, limitations and exclusions shall not be modified, deleted or supplemented except by an express written acknowledgement of Parker Hannifin Corporation, Aircraft Wheel & Brake Division.

IMPORTANT NOTE: Use of other manufacturer's components with original Aircraft Wheel & Brake Division assemblies will void the warranty.

5. **Inspection:** Seller shall be given the opportunity to correct or replace defective products prior to cancellation. Final acceptance by Buyer shall take place not later than 90 days after shipment. Seller shall have Material Review Board authority for all Type II material discrepancies on Seller-designed products.
6. **Changes, Reschedules and Cancellations:** Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require.
7. **Special Tooling:** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture items sold pursuant to this contract. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the items sold hereunder, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.
8. **Buyer's Property:** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, may be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.
9. **Taxes:** Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.
10. **Indemnity For Infringement of Intellectual Property Rights:** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Part 10. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets (hereinafter "Intellectual Property Rights"). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that an item sold pursuant to this contract infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If an item sold hereunder is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using said item, replace or modify said item so as to make it noninfringing, or offer to accept return of said item and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to items delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any item sold hereunder. The foregoing provisions of this Part 10 shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights. If a claim is based on information provided by Buyer or if the design for an item delivered hereunder is specified in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.
11. **Force Majeure:** Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.
12. **Entire Agreement/Governing Law:** The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This agreement shall be governed in all respects by the law of the State of Ohio. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by either party more than two (2) years after the cause of action accrues.
13. **Overhauled Products:** Products that are overhauled by seller will be done to a manual and/or FAA approved data.