



**MIDWEST AEROSPACE, LTD.**

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## TERMS AND CONDITIONS

BY ACCEPTING THESE TERMS, YOU EXPRESSLY AGREE TO BE BOUND BY ONLY THESE TERMS AND CONDITIONS AND FURTHER ACKNOWLEDGE AND AGREE THAT NO OTHER TERMS AND CONDITIONS, WHETHER ADDITIONAL OR DIFFERENT, WRITTEN OR ORAL, SHALL GOVERN THIS TRANSACTION. MIDWEST AEROSPACE, LTD. HEREBY OBJECTS TO ANY AND ALL ATTEMPTS ON THE PART OF YOU, THE BUYER, OR ANYONE ELSE, TO INCORPORATE ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER WRITTEN OR ORAL. THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND MIDWEST AEROSPACE, LTD. WITH RESPECT TO THE PRODUCTS AND/OR SERVICES SOLD HEREUNDER, AND SUPERSEDES ANY PRIOR AND/OR CONTEMPORANEOUS AGREEMENTS AND REPRESENTATIONS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN BUYER AND MIDWEST AEROSPACE, LTD. RELATING THERETO.

- DELIVERY AND ACCEPTANCE** – DELIVERY TERMS ARE CPT (INCOTERMS 2010) BUYER'S FACILITY. TITLE TO PRODUCTS PASSES TO BUYER WHEN MIDWEST AEROSPACE, LTD. DELIVERS THE PRODUCTS TO THE DESIGNATED CARRIER. PRODUCTS ARE DEEMED ACCEPTED UNLESS BUYER SENDS WRITTEN NOTICE SPECIFYING A REASONABLE BASIS FOR REJECTION WITHIN THIRTY (30) DAYS AFTER DELIVERY. MIDWEST AEROSPACE, LTD. WILL HAVE A REASONABLE OPPORTUNITY TO REPAIR OR REPLACE REJECTED PRODUCTS, AT ITS OPTION. SUBJECT TO SECTION 3, BELOW, MIDWEST AEROSPACE, LTD. ASSUMES SHIPPING COSTS IN AN AMOUNT NOT TO EXCEED ACTUAL REASONABLE DIRECT FREIGHT CHARGES TO MIDWEST AEROSPACE, LTD.'S DESIGNATED FACILITY TO RETURN PROPERLY REJECTED PRODUCTS. BUYER WILL PROVIDE COPIES OF FREIGHT INVOICES TO MIDWEST AEROSPACE, LTD. UPON REQUEST. FOLLOWING INITIAL DELIVERY, THE PARTY INITIATING SHIPMENT WILL BEAR THE RISK OF LOSS OR DAMAGE TO PRODUCTS IN TRANSIT. IF MIDWEST AEROSPACE, LTD. REASONABLY DETERMINES THAT REJECTION WAS IMPROPER, BUYER WILL BE RESPONSIBLE FOR ALL EXPENSES CAUSED BY THE IMPROPER REJECTION.
- PAYMENT** – PAYMENT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE. MIDWEST AEROSPACE, LTD. MAY SUSPEND DELIVERABLES AND CHARGE INTEREST FOR NON-PAYMENT. BUYER MAY NOT SET OFF INVOICED AMOUNTS AGAINST SUMS THAT ARE DUE FROM MIDWEST AEROSPACE, LTD., IF ANY. MIDWEST AEROSPACE, LTD.'S EXTENSION OF CREDIT IS SUBJECT TO BUYER MAINTAINING AN ACCEPTABLE CREDIT STANDING. IF ANY PAYMENT FROM BUYER IS OVERDUE, MIDWEST AEROSPACE, LTD., AT ITS SOLE DISCRETION, MAY CHARGE INTEREST AT THE RATE OF 16% PER MONTH FROM THE DATE OF DEFAULT UNTIL MIDWEST AEROSPACE, LTD. RECEIVES PAYMENT IN FULL, OR IF SUCH AMOUNT EXCEEDS THE AMOUNT PERMITTED BY APPLICABLE USURY LAWS, THE MAXIMUM LESSER AMOUNT PERMITTED BY APPLICABLE USURY LAWS. PART PAYMENTS MADE BY BUYER SHALL BE APPORTIONED TO OUTSTANDING INTEREST FIRST, THEN TO PRINCIPAL. BUYER GRANTS MIDWEST AEROSPACE, LTD. A PURCHASE-MONEY SECURITY INTEREST OVER THE PRODUCTS UNTIL PAID IN FULL, SUBJECT TO APPLICABLE LAW.
- TAXES** – MIDWEST AEROSPACE, LTD. INVOICES FOR TAXES, DUTIES, AND CHARGES, WHICH ARE BUYER'S SOLE RESPONSIBILITY, UNLESS BUYER PROVIDES ACCEPTABLE EXEMPTION VERIFICATION.
- EXPORT** – IF APPROPRIATE, MIDWEST AEROSPACE, LTD. WILL APPLY FOR UNITED STATES GOVERNMENT EXPORT AUTHORIZATIONS REQUIRED FOR DELIVERY OF ANY GOODS OR SERVICES SOLD HEREUNDER. BUYER SHALL PROMPTLY PROVIDE ALL INFORMATION REQUIRED BY MIDWEST AEROSPACE, LTD. TO COMPLETE THE AUTHORIZATION APPLICATION. BUYER SHALL APPLY FOR ALL OTHER NECESSARY IMPORT, EXPORT, OR RE-EXPORT APPROVALS. BUYER SHALL COMPLY WITH ALL APPLICABLE EXPORT- AND IMPORT-CONTROL LAWS AND REGULATIONS, INCLUDING THE UNITED STATES EXPORT ADMINISTRATION REGULATION ("EAR") AND THE UNITED STATES INTERNATIONAL TRAFFIC IN ARMS REGULATIONS ("ITAR"), AND WILL RETAIN DOCUMENTATION EVIDENCING SUCH COMPLIANCE. PRIOR TO DELIVERY OF ANY PRODUCTS OR COMMENCEMENT OF ANY SERVICES SOLD HEREUNDER, BUYER SHALL COMPLETE THE END-USER CERTIFICATION PROVIDED TO BUYER AFTER MIDWEST AEROSPACE, LTD.'S RECEIPT OF A PURCHASE ORDER. BUYER IS AWARE AND ACKNOWLEDGES THAT U.S. EXPORT LAW MAY IMPOSE RESTRICTIONS ON BUYER'S USE OF GOODS, SERVICES, OR TECHNICAL DATA, IF ANY, OR ON THE TRANSPORT OF SAME TO THIRD PARTIES. BUYER WILL IMMEDIATELY NOTIFY MIDWEST AEROSPACE, LTD. AND CEASE DISTRIBUTION WORK ACTIVELY TO THE TRANSACTION IN QUESTION IF BUYER KNOWS OR HAS A REASONABLE SUSPICION THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER MAY BE REDIRECTED TO OTHER COUNTRIES IN VIOLATION OF APPLICABLE EXPORT-CONTROL LAWS AND REGULATIONS. IN THE EVENT ANY GOVERNMENTAL RESTRICTIONS MAY BE IMPOSED WHICH WOULD NECESSITATE THE ALTERATION OF THE MATERIAL, QUALITY, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS AND/OR SERVICES SOLD HEREUNDER PRIOR TO THEIR DELIVERY, IT SHALL BE BUYER'S RESPONSIBILITY TO PROVIDE IMMEDIATELY PROVIDE MIDWEST AEROSPACE, LTD. WITH WRITTEN NOTICE, INDICATING THE SPECIFIC REGULATION WHICH REQUIRES SUCH ALTERATIONS. MIDWEST AEROSPACE, LTD. RESERVES THE RIGHT TO MAKE ANY PRICE ADJUSTMENTS OCCASIONED THEREBY OR TO CANCEL THE AGREEMENT.
- APPLICABLE LAW** – THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, 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. BUYER FURTHER AGREES THAT THE SALE OF ANY PRODUCT AND/OR SERVICES SOLD HEREUNDER HAS OCCURRED, AND WILL BE DEEMED TO HAVE OCCURRED, SOLELY IN ARIZONA.
- ARBITRATION** – BUYER AGREES THAT ANY AND ALL DISPUTES CONCERNING, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT, AND/OR ANY PRODUCT AND/OR SERVICE SOLD HEREUNDER, WILL NOT BE RESOLVED THROUGH LITIGATION IN A COURT OF LAW, BUT RATHER SHALL BE SUBJECT TO RESOLUTION SOLELY AND EXCLUSIVELY BY BINDING ARBITRATION IN THE MANNER SET FORTH BELOW, AND THAT SUCH ARBITRATION SHALL BE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT.
- A. THE AGGRIEVED PARTY MUST INITIATE ARBITRATION WITH RESPECT TO ANY DISPUTE CONCERNING, ARISING OUT OF, OR RELATING IN ANY WAY TO THIS AGREEMENT AND/OR PRODUCTS AND/OR SERVICES SOLD HEREUNDER WITHIN ONE (1) YEAR AFTER THE DISPUTE ACCRUES OR FOREVER BE BARRED FROM ASSERTING ANY CLAIMS RELATED TO SUCH DISPUTE.
- B. A DISPUTE ACCRUES WHEN THE ACT(S) OR OMISSION(S) GIVING RISE TO THE DISPUTE FIRST OCCUR(S) OR BEGIN(S) TO OCCUR.
- C. THE ARBITRATION SHALL BE HELD IN ACCORDANCE WITH THE ARIZONA REVISED UNIFORM ARBITRATION ACT (A.R.S. § 12-3001 *ET SEQ.*).
- D. THE SITE OF THE HEARING SHALL BE IN TUCSON, ARIZONA.
- E. ANY PARTY SHALL HAVE THE RIGHT TO CHOOSE AN ARBITRATOR.
- F. UNLESS THE PARTIES CAN AGREE TO AN ARBITRATOR, A JUDGE OF THE SUPERIOR COURT OF PIMA COUNTY, ARIZONA, SHALL APPOINT THE ARBITRATOR.
- G. THE ARBITRATOR SHALL HAVE THE RIGHT TO ORDER DISCOVERY AND SHALL AWARD TO THE SUBSTANTIALLY PREVAILING PARTY ANY REASONABLE ATTORNEYS' FEES AND COSTS, INCLUDING EXPERT WITNESS FEES AND COSTS, THAT ARE INCURRED AS A RESULT OF THE DISPUTE. THIS PROVISION IS AN INTEGRAL AND INDIVISIBLE PART OF THE CONSIDERATION FOR THIS AGREEMENT, AND FORMS A PART OF THE INDUCEMENT TO EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.
- H. IN THE EVENT A PARTY REFUSES OR OTHERWISE FAILS TO PROCEED WITH ARBITRATION, OR ATTEMPTS UNSUCCESSFULLY TO MODIFY, VACATE, OR OTHERWISE CHALLENGE THE ARBITRATOR'S AWARD, OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD IN ANY WAY, THE OTHER PARTY IS ENTITLED TO ITS REASONABLE COSTS AND ATTORNEYS' FEES INCURRED IN COMPELLING ARBITRATION OR IN DEFENDING OR ENFORCING THE ARBITRATION AWARD.
- I. THE PARTIES FURTHER AGREE THAT TO THE EXTENT ANY APPLICATION FOR JUDICIAL RELIEF IS REQUIRED TO ENFORCE A PARTY'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR IF THIS SECTION 5 IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE STATE AND FEDERAL COURTS SITUATED IN PIMA COUNTY, ARIZONA, SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION TO HEAR ANY SUCH APPLICATION FOR JUDICIAL RELIEF AND SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES CONCERNING, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT, AND/OR ANY PRODUCTS AND/OR SERVICES SOLD HEREUNDER, AND BUYER EXPRESSLY CONSENTS TO JURISDICTION IN SUCH COURTS.
- SEVERABILITY** – IF ANY PROVISION OR PART OF A PROVISION, OF THIS AGREEMENT IS HELD ILLEGAL OR UNENFORCEABLE IN A JUDICIAL PROCEEDING PURSUANT TO THE LAWS OF ARIZONA, SUCH PROVISION OR PART OF THE PROVISION, SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE PROVISION AND THIS AGREEMENT SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.
- FORCE MAJEURE AND DELAY** – SUBJECT TO SECTIONS 4, ABOVE, AND 9, BELOW, MIDWEST AEROSPACE, LTD. WILL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY FAILURE TO MEET ITS OBLIGATIONS DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO: GOVERNMENT EMBARGOS 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 ACTS OF GOD, QUARANTINES OR REGIONAL MEDICAL CRISIS; LABOR STRIKES OR LOCKOUTS; RIOTS, STRIFE, INSURRECTION, CIVIL DISOBEDIENCE, ARMED CONFLICT, TERRORISM OR WAR, DECLARED OR NOT OR 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 SHALL BE EXTENDED BY THE PERIOD OF TIME THAT MIDWEST AEROSPACE, LTD. IS ACTUALLY DELAYED. IF THE INABILITY TO PERFORM CONTINUES FOR LONGER THAN 6 MONTHS, EITHER PARTY MAY TERMINATE THE AFFECTED ORDER BY PROVIDING WRITTEN NOTICE TO THE OTHER PARTY.
- LIMITATION OF LIABILITY** – IN NO EVENT WILL MIDWEST AEROSPACE, LTD. BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFITS, PERSONAL INJURY, REVENUES, USE OR THE LOSS OF ACT, LOSS OF DATA, OR DELAY ARISING FROM LATE OR NON-DELIVERY OF ANY PRODUCTS SOLD HEREUNDER, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY IF

- LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.
- LIMITED WARRANTY** – MIDWEST AEROSPACE, LTD. WARRANTS THAT ALL PRODUCTS AND/OR SERVICES SOLD HEREUNDER CONFORM TO THE INTENT OF THE REQUIREMENTS OF THE MANUFACTURER, AND THAT QUALITY IS IN ACCORDANCE WITH THE FEDERAL AVIATION ADMINISTRATION REGULATIONS.
  - ENGINE ASSEMBLIES OVERHAULED BY MIDWEST AEROSPACE, LTD., ARE WARRANTED TO BE FREE FROM MATERIAL DEFECTS IN WORKMANSHIP PERFORMED BY MIDWEST AEROSPACE, LTD. UNDER NORMAL USE AND SERVICE FOR THE EARLIER OF A PERIOD OF 1000 HOURS OR 18 MONTHS.**
  - COMPONENT REPAIRS AND OVERHAULS ARE WARRANTED TO BE FREE FROM MATERIAL DEFECTS IN WORKMANSHIP PERFORMED BY MIDWEST AEROSPACE, LTD. UNDER NORMAL USE AND SERVICE FOR THE EARLIER OF 600 HOURS OF OPERATION OR 12 CALENDAR MONTHS, AND FOR THE EARLIER OF 300 HOURS OF OPERATION OR 3 CALENDAR MONTHS FOR REPAIRS.**
  - REMEDY** – MIDWEST AEROSPACE, LTD.'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO REPLACEMENT OR REPAIR OF PARTS WHICH ARE DETERMINED BY MIDWEST AEROSPACE, LTD. TO HAVE BEEN DEFECTIVE WITHIN THE WARRANTY PERIOD, AND SUCH REPLACEMENT OR REPAIR SHALL BE WARRANTED ONLY FOR THE REMAINDER OF THE WARRANTY PERIOD APPLICABLE TO THE DEFECTIVE PRODUCT. IN ORDER TO QUALIFY FOR THIS LIMITED WARRANTY, BUYER MUST NOTIFY MIDWEST AEROSPACE, LTD. IN WRITING, DURING THE WARRANTY PERIOD, OF ANY ALLEGED DEFECT, AND THEREAFTER RETURN ANY PRODUCT SOLD, REPAIRED, OR OVERHAULED HEREUNDER TO MIDWEST AEROSPACE, LTD.'S FACILITY AT BUYER'S SOLE EXPENSE, AND ANY AND ALL MIDWEST AEROSPACE, LTD. "TAMPER PROOF INDICATORS" MUST BE INTACT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT CORRECTIVE WORK PERFORMED BY MIDWEST AEROSPACE, LTD. MAY BE PERFORMED AT THE FACILITY OF MIDWEST AEROSPACE, LTD.'S CHOICE.
  - COMMENCEMENT OF WARRANTY PERIOD** – THE WARRANTY PERIODS DESCRIBED ABOVE COMMENCE ON THE DATE OF DELIVERY TO BUYER.
  - WARRANTY EXCLUSIONS** – MIDWEST AEROSPACE, LTD. IS NOT, AND WILL NOT BE, LIABLE FOR DEFECTS ATTRIBUTABLE TO: (A) NON-COMPLIANCE WITH MIDWEST AEROSPACE, LTD.'S INSTRUCTIONS, (B) UNAUTHORIZED ALTERATIONS OR REPAIRS, (C) ACCIDENT, CONTAMINATION, ABUSE, OR NEGLIGENCE, (D) FAILURE TO OPERATE AND/OR MAINTAIN THE AIRCRAFT, PART, OR COMPONENT IN ACCORDANCE WITH APPLICABLE INSTRUCTIONS, OR (E) DAMAGE CAUSED BY FAILURE OF ANY ITEM OR SERVICE NOT SUPPLIED BY MIDWEST AEROSPACE, LTD.
  - WARRANTY DISCLAIMER** – THE LIMITED WARRANTY PROVIDED IN THIS SECTION IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, AND/OR USAGE OR TRADE PRACTICE (IF ANY). THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY, AND ONLY APPLY TO BUYER AND NOT TO ANY OTHER PERSON/ENTITY.
  - THIRD-PARTY BENEFICIARIES** – EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THESE TERMS AND CONDITIONS, THE PROVISIONS OF THESE TERMS AND CONDITIONS ARE FOR THE EXCLUSIVE BENEFIT OF THE PARTIES HEREUNDER, AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.
  - NO ASSIGNMENT** – BUYER WILL NOT ASSIGN ANY RIGHTS NOR DELEGATE ANY OBLIGATIONS UNDER THIS AGREEMENT WITHOUT MIDWEST AEROSPACE, LTD.'S ADVANCE, WRITTEN CONSENT WHICH WILL NOT BE UNREASONABLY WITHHELD. MIDWEST AEROSPACE, LTD. MAY ASSIGN ANY RIGHT TO PAYMENT IN CONNECTION WITH THE SALE OF GOODS AND/OR SERVICES HEREUNDER.
  - WAIVER** – FAILURE OF EITHER PARTY TO ENFORCE AT ANY TIME ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS WILL NOT BE CONSTRUED TO BE A WAIVER OF ANY PROVISION HEREUNDER.
  - INDEPENDENT CONTRACTOR** – THE PARTIES ACKNOWLEDGE THAT THEY ARE INDEPENDENT CONTRACTORS AND NO OTHER RELATIONSHIP, INCLUDING WITHOUT LIMITATION PARTNERSHIP, JOINT VENTURE, EMPLOYMENT, FRANCHISE, MASTER/SERVANT OR PRINCIPAL/AGENT IS INTENDED BY THESE TERMS AND CONDITIONS. NEITHER PARTY HAS THE RIGHT TO BIND OR OBLIGATE THE OTHER.
  - CANCELLATION** – BUYER MAY CANCEL ANY ORDER OR PORTION OF AN ORDER BY GIVING MIDWEST AEROSPACE, LTD. ADVANCE WRITTEN NOTICE SPECIFYING THE DETAILED REASON FOR THE CANCELLATION ONLY IF: (1) MIDWEST AEROSPACE, LTD. HAS NOT COMMENCED ANY SERVICES OR SHIPPED ANY PRODUCTS, OR (2) ANY INSOLVENCY OR SUSPENSION OF MIDWEST AEROSPACE, LTD.'S OPERATIONS OR ANY PETITION FILED OR PROCEEDING COMMENCED BY OR AGAINST MIDWEST AEROSPACE, LTD. UNDER ANY STATE OR FEDERAL LAW RELATING TO BANKRUPTCY ARRANGEMENT, REORGANIZATION, RECEIVERSHIP OR ASSIGNMENT FOR THE BENEFIT OF CREDITORS, (3) ORDER OR PORTION OF THE ORDER WAS NOT SPECIALLY ORDERED FOR SAID ORDER. SPECIAL ORDERS ARE NON-CANCELABLE.
  - INDEMNIFICATION** – EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, LOSSES, EXPENSES, COSTS OR CLAIMS INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS COSTS), TO THE EXTENT ANY OF THE FOREGOING ARE DIRECTLY CAUSED BY (A) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, OR (B) THE INDEMNIFYING PARTY'S BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS.
  - AMENDMENTS** – ANY MODIFICATION TO THESE TERMS AND CONDITIONS MAY ONLY BE MADE BY THE WRITTEN AGREEMENT, SIGNED BY BOTH OF THE PARTIES, SPECIFICALLY IDENTIFYING AND PURPORTING TO MODIFY THESE TERMS AND CONDITIONS.
  - ENTIRE AGREEMENT** – THESE TERMS AND CONDITIONS, TOGETHER WITH ANY EXHIBITS THERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, BOTH ORAL AND WRITTEN, BETWEEN THE PARTIES WITH RESPECT TO THAT SUBJECT MATTER.
  - SURVIVAL** – ALL RIGHTS, DUTIES AND OBLIGATIONS WHICH BY NATURE SHOULD APPLY BEYOND THE TERM OF MIDWEST AEROSPACE, LTD.'S OBLIGATIONS HEREUNDER INCLUDING, BUT NOT LIMITED TO, SECTIONS 2, 3, 4, 5, 6, 8, 9, 10, 11, 13, 14, 15, 16, 17, AND 20 WILL REMAIN IN FORCE AFTER THE ACCEPTANCE AND COMPLETE PERFORMANCE OF ANY ORDER.
  - ATTORNEYS' FEES** – IF ANY ACTION AT LAW, EQUITY, OR OTHERWISE IS COMMENCED BY ANY PARTY HERETO FOR THE PURPOSE OF ENFORCING THE PROVISIONS HEREOF, THEN THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER HIS OR HER REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF LITIGATION INCURRED THEREIN. THE PARTIES DO NOT INTEND FOR THE COURT OR OTHER TRIBUNAL TO HAVE ANY DISCRETION IN DETERMINING WHETHER TO AWARD SUCH FEES AND COSTS TO THE PREVAILING PARTY; IT IS THE INTENTION OF THE PARTIES THAT SUCH FEES AND COSTS SHALL BE AWARDED IN ANY AND EVERY SUCH ACTION. THIS PROVISION, INCLUDING THE DENIAL OF DISCRETION TO THE COURT OR OTHER TRIBUNAL WITH RESPECT HERETO, IS AN INTEGRAL PART OF THE INDUCEMENT TO EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT. FOR ALL PURPOSES AS USED HEREIN, "REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF LITIGATION" SHALL MEAN THE FULL AMOUNT ACTUALLY BILLED TO AND PAID BY THE PREVAILING PARTY TO HIS OR HER OWN ATTORNEYS, WITNESSES, EXPERTS, INVESTIGATORS, AND/OR OTHERS IN RELATION TO SUCH LITIGATION.
  - GUARANTEE** – , PERSON SIGNING BELOW ("GUARANTOR") ON BEHALF OF MYSELF, MY MARITAL COMMUNITY, AND ANY TRUST OF WHICH I AM A BENEFICIARY, IN CONSIDERATION OF THE QUOTE AND TERMS AND CONDITIONS BETWEEN MY COMPANY BELOW AND MIDWEST AEROSPACE OR ONE OF THE ABOVE COMPANIES, DATED BELOW, ABSOLUTELY AND UNCONDITIONALLY, GUARANTEE THE OBLIGATIONS OF MY COMPANY NAME BELOW TO MIDWEST AEROSPACE OR THE MIDWEST AEROSPACE COMPANY ABOVE (THE "ASSURED PARTY").
  - GUARANTOR AGREES TO BE PERSONALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT
  - GUARANTOR WAIVES AND AGREES NOT TO ASSERT OR TAKE ADVANTAGE OF (A) ANY RIGHT TO REQUIRE THE ASSURED PARTY TO PROCEED AGAINST ANY OTHER PERSON OR ENTITY, OR TO PURSUE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST GUARANTOR AND SPECIFICALLY WAIVES THE PROVISIONS OF A.R.S. SECTIONS 12-1641 THROUGH 12-1646, 44-142, AND RULE 17(F) OF THE ARIZONA RULES OF CIVIL PROCEDURE, (B) ANY RIGHT OR DEFENSE THAT MIGHT ARISE BY REASONS OF INCAPACITY, LACK OF AUTHORITY, DEATH OR DISABILITY, AND ANY RIGHT OR DEFENSE BY REASON OF THE ABSENCE, IMPAIRMENT, MODIFICATION, LIMITATION, DESTRUCTION OR CESSATION (IN BANKRUPTCY, BY ELECTION OF REMEDIES OR OTHERWISE) OF THE LIABILITY OF GUARANTOR.
  - THIS GUARANTY APPLIES TO AND INURES TO THE BENEFIT OF AND BINDS ALL PARTIES HERETO, THEIR HEIRS, DEVISEES, LEGATEES, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. NO ASSIGNMENT BY THE ASSURED PARTY SHALL IMPAIR, AFFECT, OR RELEASE THE GUARANTOR.
  - THIS GUARANTY SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.
  - THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT IN A WRITING EXECUTED BY THE GUARANTOR AND THE ASSURED PARTY.

**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_