



# QUOTE

## Optima Aero Europe S.A.S.

19 Route de Pitoys  
Anglet 64600 France

Website: [www.optima-aero.ca](http://www.optima-aero.ca)

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Date	08/16/2024
Quote #	QU-46185
Reference #	RFQ//JBPM Stater Gen
Original Date	08/16/2024

### CUSTOMER BILL TO

Galaxy Aerospace Sbn Bhd  
Suite 11-14, Helicopter Centre, Malaysia International  
Subang 10 47200  
Malaysia

### SHIP TO

Galaxy Aerospace Sbn Bhd  
ATTN: Mohd Sumaili Sulaiman

Acct #: GASB1

Account Terms: PREPAID

LINE	PART NO	DESCRIPTION	COND	UOM	QTY	UNIT PRICE	TOTAL
1	300SGL146Q-3	Starter Generator	INS&TEST	EA	1	USD 5,500.00	USD 5,500.00
	SN:	Removed From:				Tag By:	
	Quote Type: Outright	Lead Time: 1 week					
SUBTOTAL							USD 5,500.00
TAX SUBTOTAL							USD 0.00
<b>TOTAL</b>							<b>USD 5,500.00</b>

### Comments or Special Instructions

REMOVED SERVICEABLE FROM HB-ZGC S/N 31010 AT TT 3558:20 LDG 6292  
IAW AMM IETP REV 45 13/06/2024 & PRATT REV 33 06/05/2024  
TSN: 2126:41 & TSO: 460:55

### Documents Attached

[300SGL146Q-3 Starter Generator 00394 EASA Form 1 - Issue 3](#)

Subject to availability. Quote valid 30 days.

All prices plus taxes, if applicable.

Price are in USD.

All orders are shipped FCA - no insurance. If you would like otherwise, please let us know.

Kindly provide your purchase order accordingly

Order subject to End user screening. End User Statement will be required.

The applicable Warranty Period for the Goods is:

- For engines: 100 hours of operation or 3 months after delivery by Seller (whichever is the first to occur) in accordance with article 2 of our Terms & Conditions
- For aircraft components, which exclude engines: 100 hours of operation or 3 months after delivery by Seller in accordance with article 2, whichever is the first to occur; and
- For fuel nozzles, when inspected and overhauled by Seller: operating hours equivalent to half-life of the inspection interval as determined in the Maintenance Manual or 6 months after delivery by Seller in accordance with article 2, whichever is the first to occur.

• For as removed parts : sold as is, guaranteed repairable/non BER within 90 days after shipping. For more details, please review our complete Terms & conditions.

**Quotes and orders are subject to Optima Aero Inc Terms and conditions.**

**Thank you for giving us the opportunity to serve you.**

**We appreciate your business and the confidence you have placed in us.**

## **GENERAL TERMS AND CONDITIONS**

### **1. Applicability**

1.1 These general terms and conditions (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and the provision of services (“**Services**”) by **Optima Aero inc.** or its affiliate as indicated in the applicable PO (“**Seller**”) to the buyer (“**Buyer**”) indicated on the relevant purchase order issued by Buyer and accepted by Seller (the “**PO**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods or the provision of the Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

1.2 The PO and these Terms comprise the entire agreement between the parties (the “**Agreement**”), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfilment of a PO does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

### **2. Delivery of the Goods and Performance of the Services**

2.1 Seller shall (a) deliver the Goods at the date and location, and as per the delivery terms mentioned on the PO, and (b) perform the Services as per the terms mentioned on the PO.

2.2 By default, the delivery terms for the Goods are FCA (at the location mentioned in the PO) (the “**Delivery Point**”), as per Incoterms 2020. Buyer shall take delivery of the Goods within five (5) days after Seller’s written notice that the Goods have been delivered to the Delivery Point.

2.3 Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfilment of Buyer’s purchase order.

2.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

2.5 Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the PO, and any such dates shall be estimates only.

2.6 With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) provide such materials or information as Seller may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

### **3. Inspection and Rejection of Non-Conforming Goods and Non-Conforming Services**

3.1 Buyer shall inspect the Goods within two (2) weeks after delivery (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods and Services unless it notifies Seller in writing of any Non-Conforming Goods of

Non-Conforming Services during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Non-Conforming Goods" means only the following: (i) Goods shipped are different than identified in the PO; or (ii) Goods do not comply with the Specifications (as defined in Section 6.1 ). "**Non-Conforming Services**" means Services not performed substantially as per the relevant PO.

3.2 If Buyer timely notifies Seller of any Non-Conforming Goods, Seller shall, in its sole discretion, (i) issue a return material authorisation ("**RMA**"), (ii) make all reasonable efforts to repair such Non-Conforming Goods, upon receipt of the Non-Conforming Goods, and (iii) credit the fees incurred by Buyer for any reasonable and documented shipping and handling expenses in connection with the return of the Non-Conforming Goods. Upon receipt of the RMA, Buyer shall ship, at Seller's expense, the Non-Conforming Goods with all original documentation and engine serial number (ESN), if applicable, to the Delivery Point, unless otherwise agreed in writing by the Parties. Seller shall, after receiving the Non-Conforming Goods, ship to Buyer, at Seller's expense and risk of loss, the repaired Goods.

3.3 If Buyer timely notifies Seller of any alleged Non-Conforming Services and said Services are confirmed by Seller to be Non-Conforming Services, Seller shall perform or reperform such Non-Conforming Services.

3.4 Buyer acknowledges and agrees that the remedies set forth in this Article 3 are Buyer's exclusive remedies for the delivery of Non-Conforming Goods or performance of Non-Conforming Services. Except as provided under this Article 3 , all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller. However, if Seller accepts to take back the Goods, a 15% restocking may be charged to Buyer.

#### 4. **Price**

4.1 The price for the Goods and the Services (the "Price") and the currency shall be communicated to Buyer upon quotation request and indicated on the PO.

4.2 The Price is exclusive of all harmonized sales tax, goods and services tax, provincial sales tax, value-added tax, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority in any jurisdiction. Buyer shall be responsible for all such charges, costs and taxes; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

#### 5. **Payment Terms**

5.1 Unless provided otherwise in the PO, the Price shall be paid before delivery of the Goods or the performance of the Services.

5.2 Seller may apply interest on late payments at the rate of 2% per month (or 24% per year), calculated daily and compounded monthly, or the highest rate permissible under applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under these Terms or at law, Seller shall be entitled to suspend the delivery of any Goods or the performance of any Services if Buyer fails to pay any amounts when due hereunder.

5.3 Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

#### 6. **Limited Warranty**

6.1 Excluding any Third Party Product (as defined in 6.4 ), Seller warrants to Buyer that, for the period applicable to the specific Goods or Services, as mentioned below (the "**Warranty Period**"), such Goods and Services will conform to the specifications set forth in the PO (the "**Specifications**") and will be free from material defects in material and workmanship. The applicable Warranty Period for the Goods is:

- For engines: 100 hours of operation or 3 months after delivery by Seller in accordance with article 2 , whichever is the first to occur;

- For aircraft components, which exclude engines: 100 hours of operation or 3 months after delivery by Seller in accordance with article 2 , whichever is the first to occur; and
- For fuel nozzles, when inspected and overhauled by Seller: operating hours equivalent to half-life of the inspection interval as determined in the Maintenance Manual or 6 months after delivery by Seller in accordance with article 2 , whichever is the first to occur.

As for Goods sold “as removed” – i.e. Goods removed from an aircraft or engine –, such Goods are sold “as is”, without inspection of certification made by Seller. Goods sold “as removed” are not covered under the warranty described above, but if Buyer notifies Seller within ninety (90) days of their delivery that such “as removed” Goods do not meet the inspection and certification criteria and are beyond economic repair, Seller will credit the Price paid by Buyer.

6.2 Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Warranty Period for the Services shall be six (6) months from completion of the Services.

**6.3 EXCEPT FOR THE WARRANTY SET FORTH IN SECTIONS 6.1 AND 6.2 , SELLER MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR THE SERVICES, INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

6.4 Products manufactured or refurbished by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty set forth in

Section 6.1 . With respect to such Third Party Products, Seller’s sole warranty obligation shall be to assign to Buyer any warranties obtained from its suppliers, to the extent that such warranties are assignable to Buyer. For the avoidance of doubt, except as per the above, **SELLER MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

6.5 The Seller shall not be liable for a breach of the warranty set forth in Sections 6.1 and 6.2 unless: (i) Buyer gives written notice of the defective Goods or Services, reasonably described, to Seller during the Warranty Period; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller’s place of business at Seller’s cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer’s claim that the Goods or Services are defective.

6.6 The Seller shall not be liable for a breach of the warranty set forth in Sections 6.1 or 6.2 if (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises from shipment, storage, installation, commissioning, accidents, neglects, alterations, modifications or maintenance of the Goods or failure to comply with requirements found in the Specifications; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

6.7 Subject to Section 6.5 and Section 6.6 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion and after an analysis reasonably concluding that the Goods are defective, issue a RMA and take all reasonable efforts to repair the Goods (or the defective part) provided that, if Seller so requests, Buyer shall, at Seller’s expense, return such Goods to Seller. Section 3.2 shall apply to the return of the Goods.

6.8 Subject to Section 6.5 and Section 6.6 above, with respect to any Services subject to a claim under the warranty set forth in Section 6.2 , Seller shall, in its sole discretion, (i) reperform the applicable Services or (ii) credit or refund the price paid by Buyer for the Non-Conforming Services .

6.9 THE REMEDIES SET FORTH IN SECTIONS 6.7 AND 6.8 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTIONS 6.1 AND 6.2 , RESPECTIVELY.

### **7. Airworthiness Directives**

THE OWNER OR OPERATOR OF THE AIRCRAFT IN WHICH THE GOODS ARE INCORPORATED, OR THE SERVICES PERFORMED, IS RESPONSIBLE FOR MAINTAINING THAT AIRCRAFT IN AIRWORTHY CONDITION, INCLUDING COMPLIANCE WITH AIRWORTHINESS DIRECTIVES ("ADs"), WHETHER ISSUED BY TRANSPORTS CANADA PURSUANT TO THE CANADIAN AVIATION REGULATION, THE AMERICAN FEDERAL AVIATION ADMINISTRATION PURSUANT TO 14 CFR PART 39, OR ANY RELEVANT AUTHORITY IN ANY TERRITORY WHERE SUCH AIRCRAFT IS REGISTERED OR SHALL BE USED. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NO DUTY AND UNDERTAKES NO RESPONSIBILITY REGARDING AIRWORTHINESS FOR ANY GOODS SOLD OR SERVICES PERFORMED UNDER THIS AGREEMENT. BUYER ACKNOWLEDGES AND AGREES THAT ANY ASSISTANCE SELLER MAY CHOOSE TO PROVIDE WITH RESPECT TO ADs SHALL BE AS AN ACCOMMODATION ONLY AND SHALL NOT IMPOSE ON SELLER ANY LIABILITY OR RESPONSIBILITY FOR AD COMPLIANCE. BUYER DISCLAIMS RELIANCE ON ANY ASSISTANCE OR REPRESENTATION SELLER MAY CHOOSE TO PROVIDE, OR NOT PROVIDE, WITH RESPECT TO ADs. BUYER FURTHER ACKNOWLEDGES AND AGREES IT HAS SOLE AND EXCLUSIVE RESPONSIBILITY FOR ENSURING THAT THE GOOD(S) IT PURCHASES AND ALL EQUIPMENT WITH RESPECT TO WHICH SERVICES ARE RENDERED COMPLY WITH ALL ADs PRIOR TO USE.

### **8. Limitation of Liability**

8.1 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE USE OF THE GOODS OR PERFORMANCE OF THE SERVICES OR ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY UNINTENDED RECIPIENTS OF ANY INFORMATION OR OTHER MATERIALS DISTRIBUTED BY IT THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT.

8.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

### **9. Compliance with Law**

Buyer shall comply with all applicable laws, regulations, rules and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, approvals, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance of any jurisdiction. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

### **10. End-User Statement**

Certain Goods may be subject to export restrictions, and Buyer undertakes to comply with all export restrictions and obligations under applicable law. Upon request of the Seller, Buyer shall provide Seller with a completed and executed copy of an end-user statement and other requested information; otherwise Seller will be entitled to cancel, upon notice, the PO.

### **11. Termination**

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice referring to this provision to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the essential provisions of these Terms

(i.e. Sections 3 (Inspection and Rejection of Non-Conforming Goods and Non-Conforming Services), 4 (Price), 5 (Payment Terms), 9 (Compliance with Law), 10 (End-User Statement) and 13 (Confidential Information)), in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, to the extent permitted under applicable law.

## 12. **Waiver**

No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 13. **Confidential Information**

All non-public, confidential or proprietary information of a party, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by such party (the "Discloser") to the other party (the "Receiver"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement and the sale of the Goods is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by the Discloser in writing, until they fall in the public domain or for twenty (20) years as of the date of disclosure to the Receiver. Upon Discloser's request, Receiver shall promptly return all documents and other materials received from Discloser. Discloser shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Receiver at the time of disclosure; or (c) rightfully obtained by Receiver on a non-confidential basis from a third party.

## 14. **Force Majeure**

Each party shall not be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from a cause of force majeure, defined as any acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, the affected Party shall be entitled to give notice in writing to the other Party to terminate this Agreement.

## 15. **Assignment**

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

## 16. **Relationship of the Parties**

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

## 17. **No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

**18. Governing Law**

All matters arising out of or relating to this Agreement are governed by and construed in accordance with:

- the laws of the province of Québec and the federal laws of Canada applicable therein if the Buyer's address as indicated in the PO is located in Canada;
- the laws of France if the Buyer's address as indicated in the PO is located in Europe; or
- the laws of the State of New York and the federal laws of the United States applicable therein if the Buyer's address as indicated in the PO is located in the United States.

without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the province of Québec, France or the State of New York, as applicable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**19. Submission to Jurisdiction**

Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, shall be instituted in the courts of:

- the province of Québec, Canada if the Buyer's address as indicated in the PO is located in Canada;
- the judicial district of Paris, France if the Buyer's address as indicated in the PO is located in Europe; or
- the State and Federal Courts located in Plattsburgh, New York, United States if the Buyer's address as indicated in the PO is located in the United States. **IN SUCH VENUE, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR OTHER ACTION OF THE PARTIES.**

and each party irrevocably submits to the exclusive jurisdiction of such courts and the appellate courts having jurisdiction thereof in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such

party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be

enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**20. Notices**

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the PO or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**21. Severability**

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. **Survival**

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Airworthiness Directives, Compliance with Law, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.