



QUOTE

VALID FROM 07/13/2021
VALID TO 08/12/2021

PAGE: 1 of 3
QUOTE NUMBER: 4501764638
QUOTE DATE: 07/13/2021
RFQ NUMBER: Restock-Spares
RFQ DATE:
OPERATOR: PIONECC

CUSTOMER: 10149100

CUSTOMER ADDRESS:

GALAXY AEROSPACE M SDN BHD
MALAYSIA INTERNATIONAL AEROSPACE CENTRE,
SUBANG SELANGOR
MY
47200

SHIP TO:

GALAXY AEROSPACE M SDN BHD
MALAYSIA INTERNATIONAL AEROSPACE CENTRE,
SUBANG SELANGOR
MY
47200

PAYMENT TERMS: Net 30 - N030

WE DELIVER ACCORDING TO THE FOLLOWING CONDITIONS
TERMS OF DELIVERY: EXW

Table with 6 columns: LINE, ITEM, QUANTITY, SELL, EST DELIVERY, NET AMOUNT. It lists various parts like AS3209-012, AS3209-013, AS3209-015, AS3209-018, MS35206-243, and 13685 with their respective quantities and prices.

Summary table with 2 columns: Description and Amount. Rows include MATERIALS AMOUNT (345.40), FREIGHT CHARGES (0.00), TAX (0.00), NET AMOUNT (345.40), and TOTAL AMOUNT (345.40).

A final contract of the sale for the parts noted above does not exist until an order has been placed by the customer which

## TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing and signed by an authorized employee of BOEING DISTRIBUTION PTE LTD referenced in this document as "Seller", the following terms and conditions of sale ("Agreement") apply to all sales of products from Seller to Buyer. Any different or additional terms and conditions proposed by Buyer in its purchase order, or otherwise, are objected to by Seller. Buyer's assent to this Agreement is conclusively presumed from Buyer's failure to reasonably object in writing and from Buyer's acceptance of all or part of the products ordered. This Agreement represents the entire agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are cancelled and superseded by this Agreement.

**1. PRICES.** All quotations are made for immediate acceptance and are subject to change without notice prior to acceptance. All sales by Seller are EXW (Incoterms 2010) Seller's point of shipment unless otherwise specified. Prices are stated in United States Dollars, exclusive of sales, use, excise or similar taxes, and are subject to any price adjustment necessitated by Seller's compliance with any act of government. Any tax or other governmental charge upon the production, sale, shipment or use of the product which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller unless Buyer furnishes Seller with a tax exemption certificate acceptable to the appropriate taxing authority. Any changes in tariffs, freight rate or transportation charges prior to the date of shipment will be paid by the Buyer.

**2. PAYMENT.** Unless Seller's Director of Credit and Collections has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents issued by Seller for the products, payment terms are net 30 days in United States currency. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, Seller may defer further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer's order. Buyer agrees to pay interest on all past due invoices at the highest contractual rate allowable under the laws of the State of Texas.

**3. TERMS OF SHIPMENT, ACCEPTANCE.** Seller will ship in accordance with instructions supplied by Buyer, but if Buyer fails to furnish such instructions, Seller will select what is, in its opinion, the most satisfactory routing for shipment. If Buyer is to pick up products and has not done so within seven (7) days after notification that they are ready for shipment, Seller may ship the products commercial carrier. Title to products passes at the same time as risk of loss in accordance with the Incoterm specified in paragraph 1. Any prepayment by Seller of freight charges shall be as stated in the delivery documents of the products. By accepting products from the carrier, Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. End items and/or spare parts shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air and/or surface transportation.

**4. DATE OF SHIPMENT.** Shipping dates are given at the best of Seller's knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer. Seller will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising from its failure to ship by the estimated shipping date.

**5. CANCELLATION OF ORDER BY BUYER: RETURN OF PRODUCTS FOR CREDIT.** Buyer's order may not be modified or rescinded except in writing signed by Seller and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Seller and Buyers, shall pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit. In any circumstance, Seller's written consent must be given in advance of Buyer's return of products for credit.

**6. FORCE MAJEURE.** Seller shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control.

**7. DISCLAIMER OF ANY WARRANTY. BUYER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM SELLER IN SELLER'S CAPACITY AS A DISTRIBUTOR OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. BUYER ACKNOWLEDGES THAT IT WILL LOOK SOLELY TO THE WARRANTY(IES), IF ANY, PROVIDED BY THE MANUFACTURER AND THAT SELLER MAKES NO WARRANTIES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

**8. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY.** In the event Buyer claims that Seller has breached any of its obligations under this Agreement, Seller may request the return of the products and tender to the Buyer the purchase price therefore paid by Buyer and, in such event, Seller shall have no further obligations under this Agreement except to refund such purchase price upon redelivery of the products. If Seller so requests the return of the products, the products shall be redelivered to Seller in accordance with Seller's instructions at Seller's expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, ANY DAMAGE TO AIRCRAFT, or LOSS OF USE. NOR SHALL SELLER'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.

**9. GOVERNING LAW, LIMITATION OF ACTIONS.** If both Buyer and Seller are located in Singapore, this Agreement will be governed by laws of Singapore. Otherwise, this Agreement will be governed by the laws of the State of Texas, United States of America without regard for its conflict of laws rules. This Agreement specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred.

**10. U.S. AND INTERNATIONAL TRADE CONTROL LAWS AND REGULATIONS:** Buyer will comply with applicable import and export laws and regulations, including those of the United States, and with all applicable export licenses and their provisos. Buyer shall not make any dispositions, re-exports or diversion of the products purchased from Seller except as United States laws may expressly permit. Buyer will not rely on Seller's classification information. Per 15 C.F.R. 758.3 in a routed transaction where Buyer is a foreign party, Buyer shall be considered the Foreign Principal Party in Interest, and expressly agrees to assume responsibility for determining licensing requirements over all transactions, and as authorized forwarding agent, with Power of Attorney to act on its behalf. Buyer will provide copies of such Power of Attorney to Seller at BDIEExport@boeing.com.

**11. TRANSPORTATION SECURITY REQUIREMENTS:** Buyer agrees to make a good faith effort to require its agents (including, but not limited to, brokers and freight forwarders) to (i) comply with all applicable transportation security laws and regulations, and (ii) provide proper identification and purchase order number when picking up products from Seller.

Revised 1Q2021