

TERMS and CONDITIONS

These terms and conditions shall apply to all offers, sales, agreements, contracts or other arrangements between Purchaser and Leading Edge Aviation Holdings Pty Ltd ("LEA") also trading as BRSAustralia.com regarding the sale by LEA of parachute system(s) and other goods to purchaser, buyer or customer (Purchaser). These terms and conditions shall be read in conjunction with any additional terms and conditions in any purchase order or other agreements between Purchaser and LEA to the extent possible, but shall control over such agreements to the extent they conflict. Payment for the goods constitutes agreement with these terms and conditions.

Purchaser is required to provide to LEA the specified deposit of the purchase price prior to production of an order. Purchaser must pay the balance of an invoice for each order prior to shipment.

If full payment of an order is not made in full within 30 days of LEA's notification to Purchaser of completion of an order, a 1.5% charge per month will be assessed to Purchaser. If full payment is not received after three months of LEA's notification, the order will be restocked. LEA shall retain 25% of Purchaser's deposit as a restocking fee.

Unless specifically stated otherwise in writing the purchase price set forth does not include any taxes or fees, including but not limited to sales use tax, excise tax or customs fees, if applicable. All such taxes and fees are in addition to the purchase price are the sole and exclusive responsibility of, and shall be paid by, Purchaser. Unless specifically stated otherwise in writing the purchase price set forth shall be subject to increase without notice by the amount of any sales, use or excise tax levied or charged either by the federal, state, and county, city or other government agency.

Title to any Parachute system(s) parts or other purchased under these terms and conditions shall remain with LEA until receipt of full payment by Purchaser. Risk of loss of the Parachute system(s) parts or other shall pass to Purchaser at the time of delivery of such Unit(s) to a common carrier or Purchaser's delivery agent at the FOB (or ex-works) shipping point, which shall be LEA's facility or the manufacturers factory. Purchaser shall be solely responsible for any fire, theft, accident or other insurance Purchaser desires for delivery of any Parachute system(s), parts or other.

LEA shall not assume any risk or liability for delay or non-fulfillment under this Agreement due to fire, explosion, flood, storm, acts of God, war, strikes, breakdown, fires, governmental orders, inability to obtain necessary materials or components or other causes beyond LEA's control. Manufacture, shipment and delivery are subject to any prohibition, restriction, priority, allocation, regulation or condition imposed by or on behalf of the United States of America or other jurisdiction, which may prevent or interfere with fulfillment of this order.

Except as otherwise set forth herein, all sales are final. Claims for errors, deficiencies or imperfections shall not be considered unless made within thirty (30) days after receipt of Parachute system(s), parts or other by Purchaser. LEA shall, at LEA's sole and exclusive discretion, either replace such non-conforming Parachute system(s), parts or other or credit Purchaser for the price of such non-conforming Parachute system(s), parts or other within a reasonable time of LEA's receipt of such non-conforming Parachute system(s), parts or other.

All claims for defective Parachute system(s), parts or other must be presented to LEA, in writing, within one (1) year after date of delivery of such Parachute system(s), parts or other. Failure of Purchaser to give such notice shall constitute a waiver by Purchaser of all claims with respect to such defective Parachute system(s), parts or other. LEA shall be given an opportunity to verify the existence of any alleged defect. Returns must be authorized by receiving an RMA (return material authorization) prior to shipment back to LEA.

In the event a defective or non-conforming Parachute system(s), parts or other shall be replaced or repaired by LEA at LEA's sole discretion or in the event LEA shall refund the sales price received from Purchaser for such defective Parachute system(s), parts or other, Purchaser shall return the non-conforming Parachute system(s), parts or other to LEA in strict accordance with LEA's written instructions concerning shipping, handling, insurance and other matters as to which LEA may issue instructions.

LEA shall not be liable for any claims for labor or consequential damages and Parachute system(s) parts or other. LEA accepts no responsibility for breakage, damage or losses occurring after delivery by manufacturer or LEA to a common carrier or Purchaser's delivery agent, to whom all such claims must be referred directly. The Purchaser shall be responsible for the appropriate installation and maintenance of this product. LEA or manufacturers and suppliers of the products will not, in any event, be responsible for any installation or maintenance even if the Purchaser has discussed the specific installation with LEA or manufacturers and suppliers of the products and received what the Purchaser believes to be specific instructions. The installation of a parachute system(s) or other product will affect the weight and balance of the aircraft and may affect its handling.

LEA warrants to Purchaser Parachute system(s) parts or other subject to this Agreement shall be free from defects in workmanship or material. LEA's liability for breach of warranty for defective Parachute system(s), parts or other delivered to Purchaser under this Agreement shall be limited, at LEA's option, to: replacing or repairing such defective Parachute system(s) parts or other; or refunding the sales price received by LEA for such defective Parachute system(s), parts or other. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER'S SOLE REMEDY IN THE EVENT OF BREACH BY LEA OF ANY OF THE WARRANTIES CONTAINED HEREIN SHALL BE THE REPAIR, REPLACEMENT OR REFUND, AT LEA'S OPTION, OF THE NON-CONFORMING PARACHUTE SYSTEM(S), PARTS OR OTHER. LEA SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING WITHOUT LIMITATION SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE PARACHUTE SYSTEM(S), PARTS OR OTHER OR ITS USE BY PURCHASER. LEA'S MAXIMUM AGGREGATE LIABILITY FOR LOSS OR DAMAGE ARISING UNDER, RESULTING FROM OR IN CONNECTION WITH THE SUPPLY OR USE OF THE PARACHUTE SYSTEM(S), PARTS OR OTHER, OR FROM THE PERFORMANCE OR BREACH OF ANY OBLIGATIONS IMPOSED HEREUNDER OR OTHERWISE, WHETHER SUCH LIABILITY ARISES FROM ANY ONE OR MORE CLAIMS OR ACTIONS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELAYED COMPLETION, WARRANTY, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY LEA FROM PURCHASER FOR THE PURCHASE OF SUCH UNIT(S).

LEA and Purchaser consent to jurisdiction over any actions or legal proceedings arising out of or relating to the sale and purchase of any Parachute system(s) parts or other under these terms and conditions of the courts of Auckland, New Zealand. The parties expressly agree that Auckland, New Zealand shall be the exclusive forum for any such actions or legal proceedings.

In the event LEA is required to institute any action or legal proceeding to enforce any of the terms and conditions herein, LEA shall be entitled to recover all of its court costs and reasonable legal fees and other related costs, expenses and disbursements arising out of such legal proceedings in which LEA prevails. If any term or condition herein shall be found by a court of reasonable jurisdiction to be invalid, void or unenforceable, in whole or in part, such decision shall not affect the validity of any remaining terms or conditions. The remaining terms and conditions shall stand in full force and effect, and shall in no way be affected, impaired or invalidated.

DISCLAIMER - Before purchasing a parachute system(s) parts or other product for non-certified aircraft, each Purchaser shall understand and accept the following disclaimer: Flying is by its nature non-forgiving. As LEA or manufacturers and suppliers have no control over how products are installed, maintained and the environment they are operated in no liability is accepted for any damage or loss, incidental, consequential or other of any type that may have been caused or could have been prevented by installation or operation of any Parachute system(s) parts or other products. Parachute system(s) parts or other products are not designed for a specific aircraft. LEA or manufacturers and suppliers representations and warranties regarding these products, including, without limitation, the performance specifications of these products shall only apply to the extent the product is used within the scope of its formal Product Specification. Product Specifications may be obtained by contacting LEA or manufacturers and suppliers of the products. Any reference by LEA or manufacturers and suppliers of the products to an aircraft model, including, without limitation, illustrations and installation guidance, is based on the informal accumulation of Purchaser experiences that have been shared with LEA or manufacturers and suppliers of the products and are now being passed on to subsequent Purchasers without any formal testing by LEA or manufacturers and suppliers of the products, without any agreement with the manufacturer of such aircraft model, and without ongoing scrutiny or formal consideration by LEA or manufacturers and suppliers of the products. The Purchaser shall be responsible for the appropriate installation and maintenance of this product. LEA or manufacturers and suppliers of the products will not, in any event, be responsible for any installation or maintenance even if the Purchaser has discussed the specific installation with LEA or manufacturers and suppliers of the products and received what the Purchaser believes to be specific instructions. The installation of a parachute system(s) or other product will affect the weight and balance of the aircraft and may affect its handling. If you have any questions or are unsure of any portion of the owners manual and or installation guide, or any other documentation supplied or omitted you must call or write *before proceeding in error*. LEA or manufacturers and suppliers of the products wish for you to fully understand the proper use of the parachute system(s) parts or other for your safety and that of your passengers. All documentation supplied by LEA or manufacturers and suppliers of the products must be read and understood. Payment for the goods constitutes agreement with this disclaimer.