

## TERMS AND CONDITIONS OF SALE

**Effective: August 1, 2021**

**The terms and conditions set forth herein are incorporated in and govern all sales of parts by or through or with Dumont PARTS and supersede all terms and conditions of any customer Purchase Orders or other terms and conditions in requests for quotes or any other customer generated documents. All quotes from Dumont PARTS ("Sales Quotes"), all of which are deemed to incorporate the within terms and conditions, constitute offers that limit acceptance by buyer to the specific terms and conditions of the offer. Such acceptance occurs upon any performance by buyer under and pursuant to the Dumont PARTS Sales Quote. All sales are final, subject only to these terms and conditions. These terms and conditions cannot be varied, amended, waived or released without a writing signed by an authorized representative of Dumont PARTS.**

### ACCEPTANCE AND ACKNOWLEDGMENT

Any performance by buyer in connection with the sale and purchase of an aircraft part from or through Dumont PARTS, including but not limited to any payment made by buyer to Dumont PARTS, is deemed an acceptance, without exception, of the terms and conditions set forth in the Sales Quote provided to buyer and in these Terms and Conditions of Sale. Upon buyer's request, Dumont PARTS will acknowledge receipt of purchase orders, however such acknowledgement shall not, under any circumstances, constitute an acceptance of any terms or conditions contained in such purchase orders or any emails or other documents or communications, all such terms and conditions in buyer's documents being expressly superseded by the within Dumont PARTS Terms and Conditions of Sale and those set forth in the Sales Quote.

### PRICING

All orders are subject to availability. Quoted prices will be valid and effective for thirty (30) days, unless the quoted part is sold sooner, at which point the quoted price shall no longer be valid or effective. Notwithstanding the foregoing, all quoted prices are subject to change (without notice) due to availability or market demand. If any change occurs in pricing, you will be notified before your order is shipped, and given the opportunity to cancel your order.

### EXCHANGE ORDER TERMS (All Types)

For all sales on exchange, all core (exchange) units must be received by Dumont PARTS within fourteen (14) days of purchase (for domestic sales) and twenty-one (21) days of purchase (for international sales) and accepted by Dumont PARTS. If a core (exchange) unit is not received timely hereunder, or if the core (exchange) unit is rejected by Dumont PARTS because it is determined by Dumont PARTS to be beyond economical repair ("BER"), buyer will be charged in accordance with the terms and conditions herein. A core charge invoice will be issued if the core and completed paperwork is not received within the required fourteen (14) day period (for domestic sales) or twenty-one (21) day period (for international sales), and buyer agrees to make payment in full for such invoice. Cores being returned must be accompanied by a Core Return Form. The Core Return Form will accompany the exchange part or can be obtained by contacting your Dumont PARTS sales representative. The core must be a like part number unless otherwise stated in writing by Dumont PARTS. It must have a legible data tag with part number and serial number on it or it may be rejected in the discretion of Dumont PARTS. All shipping charges involved in returning a core, including but not limited to freight, customs, duties, and taxes, are the responsibility of the Buyer.

### STANDARD EXCHANGE (Additional Terms)

For all sales on exchange, if a core (exchange) unit is determined to be BER by Dumont PARTS in its sole discretion, then buyer will be charged, and buyer agrees to pay, the core charge set forth in the Sales Quote within ten (10) days of receipt of an invoice for such charge. Any and all repair or overhaul costs or charges to restore the core (exchange) unit above and beyond those costs and charges from a certificated repair facility engaged by Dumont PARTS for its standard overhaul workscope, along with all applicable freight and insurance charges, will be the responsibility of buyer, and buyer agrees to pay such costs and charges within ten (10) days of receipt of an invoice from Dumont PARTS. Standard Exchanges cannot be changed to Flat Rate Exchange without prior written approval of the Director of Dumont PARTS. The determination of whether a particular part is BER will be made by Dumont PARTS within sixty (60) days of the date on which the part has been received by Dumont PARTS.

### FLAT RATE EXCHANGE (Additional Terms)

For all sales on Flat Rate Exchange, buyer will be charged the Flat Rate Exchange amount included in the Sales Quote for all cores that are determined by Dumont PARTS in its sole discretion to be BER, previously disassembled, incomplete, or containing unauthorized parts. This determination will be made by Dumont PARTS within sixty (60) days of the date on which the part has been received by Dumont PARTS.

## **LIFE LIMITED PART EXCHANGE ORDER TERMS (Additional Terms)**

For all sales on exchange involving time sensitive parts, such parts, at the time of receipt by Dumont PARTS, are required to have logbook entries stating time since new (TSN), cycles since new (CSN), part number, serial number, aircraft model, aircraft serial number, aircraft tail number, A&P mechanic signature and license number or FAA approved repair station license number and inspector's stamp. The failure to provide any of the foregoing information timely will result in Dumont PARTS charging the core charge set forth in the Sales Quote, and buyer agrees to pay such core charge within ten (10) days of receipt of an invoice from Dumont PARTS.

## **RENTAL/LEASE TERMS**

All parts rentals or leases will be governed by the terms and conditions of separate written equipment lease agreements. The terms and conditions set forth herein do not apply to such rentals or leases that are the subject of such agreements.

## **AS REMOVED/REPAIRABLE SALES TERMS**

As removed repairable (AR, CORE) components are sold based on such part requiring an overhaul or repair. If it is determined by an independent FAA approved repair station that a part is BER, buyer shall notify Dumont PARTS in writing within thirty (30) days of the delivery of the part to buyer, and shall return the part to Dumont within five (5) days of such notice. Provided the conditions herein have been timely met and the part has been received and accepted by Dumont PARTS, Buyer will receive, in Dumont's sole discretion, either (a) a full refund within thirty (30) days from the date on which Dumont PARTS receives and accepts the part or (b) a replacement part. As a condition to receiving a refund or replacement part hereunder, buyer must provide Dumont PARTS with a copy of a work order from an independent FAA approved repair station showing that the part is BER. Dumont PARTS has the right, but not the obligation, to replace the BER unit with another unit in lieu of providing a refund.

## **PAYMENT TERMS**

Except for customers with established credit terms and in good standing with Dumont PARTS, all sales require full payment in advance before Dumont PARTS will release parts for shipment. Such payment will be accepted by credit card (with no right to any credit card charge-backs, objections or disputes, all such rights and remedies as to charge-backs, objections and disputes being expressly hereby waived and released), ACH, wire transfer, or check (with funds cleared before shipment release). All bank and credit card handling or processing fees and charges, including wire fees, are the responsibility of the Buyer and must be paid in full prior to shipment. ACH and wire transfer information is available upon request. Invoices will be emailed to the purchasing agent at the time parts are released for shipment. Sales to customers with written approved credit terms are to be paid per the approved terms. All bank and credit card handling fees, including wire fees, are the responsibility of Buyer. All overdue or unpaid balances will be charged interest at a rate of 1.5% per month until paid in full. All fees and costs, including reasonable attorneys' fees and costs, incurred by Dumont PARTS to collect any overdue or unpaid balances will be charged to Buyer, and Buyer agrees to pay such fees and costs within ten (10) days of receipt of an invoice for such fees and costs. Accounts with unpaid balances over forty-five (45) days will be placed on credit hold and Dumont PARTS may refuse to supply any further parts until such balances are paid to Dumont PARTS's satisfaction. Dumont PARTS reserves the right to modify or withdraw net terms and/or credit terms at any time without notice and to require guaranteed security or payment in advance for the purchase price of any particular order.

## **CERTIFICATION**

Except as otherwise stated in writing, Dumont PARTS maintains complete traceability on all parts. A Certificate of Conformance will be supplied at the time of sale. If buyer requires a copy of the manufacturer's certification, such requirement, to be applicable or to be effective or otherwise binding on Dumont PARTS, must be disclosed to Dumont PARTS prior to the sale and accepted by Dumont PARTS in writing and shown on the Sales Quote. Additional charges may apply, which will be included on the Sales Quote. FAA 8130-3 forms are issued with overhauled, serviceable, and new parts unless otherwise noted.

## **DELIVERY**

Orders will be released for shipment the same day as quote acceptance if quote is accepted and payment in full has been received before our shipping cut off time of 4:00 PM Eastern (New York time) unless delayed delivery is requested and agreed. All sales are F.O.B. origin, freight collect. Risk of loss passes to Buyer upon Dumont PARTS tendering the parts to the shipping company at origin. Buyer is responsible for all shipping costs, and Buyer is responsible for obtaining insurance on the parts for shipment (from loading through unloading); Dumont PARTS does not purchase or provide insurance coverage for any shipments. All orders shipped prepay on Dumont PARTS's account, which must be approved in advance and in writing by Dumont PARTS, will be marked up 35%, which Buyer agrees to pay.

## AOG

For AOG purposes, Dumont PARTS's normal business hours are between 8:00AM Eastern (New York time) and 4:00 PM Eastern (New York time), Monday through Friday, excluding holidays. Dumont PARTS offers AOG and Work Stoppage service, which are considered Rush Orders. Rush Orders are subject to the following fees:

<b>AOG or Work Stoppage Fees:</b>	
<b>After normal business hours*</b>	\$250.00
<b>Holiday Schedule:</b>	
<b>Memorial Day</b>	\$500.00
<b>Independence Day</b>	\$500.00
<b>Labor Day</b>	\$500.00
<b>Thanksgiving</b>	\$1000.00
<b>Day after Thanksgiving</b>	\$500.00
<b>Christmas Eve</b>	\$500.00
<b>Christmas Day</b>	\$1000.00
<b>New Year's Day</b>	\$500.00
<b>These fees are in addition to any applicable shipping charges and other fees and charges under these Terms and Conditions.</b>	

## TAXES

Quoted and accepted prices do not include any applicable local, state or federal taxes, tariffs, duties or other impositions or charges. Buyer is responsible for paying any applicable taxes, tariffs, duties and other impositions or charges imposed by law or taxing authority arising from the sale, purchase, shipment, exportation, importation or use of parts purchased from Dumont PARTS.

## SHIPPING DAMAGE

Dumont PARTS is not responsible or liable for any damage incurred during or as a result of shipping, and customer waives and releases any and all claims against Dumont PARTS related to or arising from such shipping damage. If any damage is caused solely by improper packing by Dumont PARTS, Dumont PARTS, at its election, will provide either a refund or a replacement part to Buyer. Dumont PARTS will not be responsible or liable for, and Buyer hereby waives and releases any and all claims against Dumont PARTS (including its parent, subsidiary and affiliated companies, and each of their respective officers, directors, shareholders, members, owners, and employees) arising from, damage to any part, or losses, caused by or arising from the shipping company's actions or omissions, lost shipment, delays, or any other events (other than improper packing by Dumont PARTS) that causes damage to any shipped parts.

## RETURN POLICY

Unless otherwise stated expressly in these Terms and Conditions, or in the terms or conditions contained in the Sales Quote provided to Buyer, all sales are deemed final upon Dumont PARTS' receipt of payment in full and Dumont PARTS tendering the ordered part for shipment. Parts may be returned to Dumont PARTS only for (1) Cause, which term is defined as either (a) the ordered part not meeting the specifications set forth in the Sales Quote or in these Terms and Conditions, as determined by Dumont PARTS in its sole discretion; or (b) the ordered part being subject to a warranty claim accepted and approved by Dumont PARTS in its sole discretion; or (2) upon the written agreement of Dumont PARTS. For any and all returned parts, Dumont PARTS, in its discretion and at its election, will provide either a refund or a replacement part to Buyer. For parts that Dumont PARTS agrees to accept on return, when such parts otherwise meet the specifications set forth in the Sales Quote and not subject to a warranty claim, will be subject to a 25% restocking fee. No parts will be accepted for return (including for refund or replacement), regardless of reason, after a period of sixty (60) days from the date on which Dumont PARTS tenders the part for shipment. For all returns, please contact your sales representative for a Return Material Authorization (RMA) number. Customers who do not obtain an RMA will be responsible for any costs incurred by Dumont PARTS. All parts must be returned with the original traceability paperwork. All freight charges, both on the original sale and in connection with any return, are the responsibility of Buyer and are otherwise non-refundable and non-reimbursable. For the avoidance of doubt, all shipping charges involved in returning a part, including but not limited to freight, customs, duties, and taxes are the responsibility of Buyer and must be prepaid by Buyer. Failure to do so may result in refusal of the shipment at the Buyer's expense.

In addition to the foregoing:

- (i) Provided all other requirements of these Terms and Conditions have been satisfied, NEW, NS, OH, REP, and TST certified components accompanied by an FAA Form 8130-3 or equivalent are eligible for return for sixty (60) days from the date on which the component is tendered for shipment.
- (ii) Notwithstanding the above referenced 60-day return period, INS and SV certified components accompanied by an FAA Form 8130-3 or equivalent are eligible for return for sixty (60) days from the date on which the component is tendered for shipment, but only if the component failed during such 60-day period after installation on an aircraft and a FAA certified repair station confirms and certifies such failure in writing and that such failure was not caused by installation or removal, workmanship at installation or removal, improper troubleshooting, operations procedures outside the mandated parameters of the manufacturer's manuals, or any other outside source other than the purchased component. INS and SV components are not eligible for return (or refund or replacement) if, after purchase, the component is subjected to an inspection or operational certification greater than a standard in-coming component inspection used for all other components, including but not limited to bench checks, NDT inspections or servicing by an outside vendor.
- (iii) Notwithstanding any other term or condition herein, AR components that are not accompanied by an FAA Form 8130-3 or equivalent are certified repairable thirty (30) days from the date the component is tendered for shipment, and returns will be accepted only if a work order or teardown report is provided by an approved and independent FAA repair station certifying that the component is BER. To qualify for return, Dumont PARTS must receive the FAA repair station report within the 30-day period referenced herein.
- (iv) Any component in OH or REP certified condition at time of sale will carry, to the extent transferable or assignable, any remaining warranty life from the overhaul or repair vendor, or 60 days from date on which Dumont PARTS tenders the component for shipment, whichever is greater. Dumont PARTS does not support or honor any third-party warranties; all such warranties are with the third-party.
- (v) Assemblies will be accompanied with one certifying document: FAA Form 8130-3 or equivalent. Any failure of a sub-assembly component of an assembly within the return policy period will be subject to the same return and warranty terms and conditions set forth herein, and will be treated as if the entire part failed, provided however that Dumont PARTS shall have the option, in its sole discretion, to replace the sub-assembly component rather than the entire assembly.
- (vi) For all components, if a component fails due to installation or removal, workmanship at installation or removal, improper troubleshooting, operations procedures outside the mandated parameters of the manufacturer's manuals, or any other failure caused by an outside source other than the purchased component, then the component shall not be eligible for return (including refund or replacement).
- (vii) In the event of a component returned and accepted by Dumont PARTS in accordance with the within terms and conditions, in addition to any other rights and remedies available to Dumont under these Terms and Conditions, the Sales Quote, or applicable law, there will be a 25% restocking fee if a replacement component available and the customer declines the replacement.
- (viii) All exchange transactions will require a return of the core component. A core return must have a completed core return form and must otherwise comply with these Terms and Conditions. The core must be of the same part number and modification status, unless previously approved in writing prior to the sale of the component. Core return forms can be found on the Dumont PARTS website.
- (ix) As a condition to any return, both an RMA form and all original paperwork provided by Dumont PARTS at the time of sale must accompany the returned component, regardless of the reason for return. If the component is returned for other than Cause (for example, a part is no longer needed), then a restocking fee of 25% of the purchase price will be charged and buyer agrees to pay such charge. If a component is returned for Cause, and Dumont PARTS has determined there is no replacement component available, then there will be no restocking fee as long as the component is accompanied by a completed RMA form and otherwise meets the requirements of these Terms and Conditions. Components returned without a completed RMA form and all original paperwork provided by Dumont PARTS at the time of sale will not be honored or processed; the sale will be considered final with no right of return (including refund or replacement).
- (x) Except as set forth in a separate written purchase and sale agreement signed by the parties, the terms and conditions of which shall supersede and replace these Terms and Conditions in their entirety, engines and auxiliary power units will include any remaining manufacturer and third-party warranties that are transferable or assignable to buyer but only to the extent transferable or assignable to buyer. Dumont PARTS does not support or honor any third-party warranties; all such warranties are with the third-party.
- (xi) All aspects of the within return policy are time limited for a claim, with the time requirements set forth in these Terms and Conditions being of the essence and otherwise strictly enforced. All time limits begin on the date the component is tendered for shipment by Dumont Parts.
- (xii) Definitions:

NEW or NE: New - previously unused; no operating times or cycles

NS: New Surplus - previously unused; no operating times or cycles, *servicing obsolete inventories*

OH: Overhauled - component has been certified by an FAA approved repair station in accordance with the guidelines of the component maintenance manual

REP: Repaired - component has been repaired by an FAA approved repair station in accordance with the guidelines of the component maintenance manual *but not overhauled*

INS: Inspected - component has been inspected by an FAA approved repair station in accordance with the guidelines of the component maintenance manual

TST: Tested - component has been tested in accordance with the manufacturers manuals and operates to meet the intended purpose of the component

SV: Serviceable - the component has been removed from an aircraft, engine or accessory and *operationally checked and visually inspected* by an FAA approved repair station and certified for service

AR: As removed - component is not tagged with an FAA Form 8130-3 or equivalent; however, the component can be sent to a certifying MRO for serviceability determination.

RMA: Return Materials Authorization - used whenever a component is returned, regardless of reason.

Component or part: Any aircraft part that is purchased and identified with a part number. It can be an individual component or an assembly with multiple sub-assemblies.

## **WARRANTIES; LIMITATIONS**

The express warranties contained in these Terms and Conditions, including the Return Policy section above, are the sole warranties, express or implied, offered or provided in connection with the sale and purchase of all components, and expressly supersede any and all warranties contained in any purchase orders or other documents provided by buyer in connection with the sale and purchase.

New (NE), new surplus (NS), overhauled (OH), repaired (REP), tested (TEST), tested inspected (INS) or operationally tested and visually inspected (SV) parts accompanied by an FAA Form 8130-3 or equivalent are warranted for sixty (60) days from the date on which the parts are tendered for shipment. Any component in OH or REP certified condition at the time of sale will carry, to the extent transferable or assignable, any remaining warranty from the overhaul or repair vendor, or 60 days from date on which the part is tendered for shipment, whichever is greater.

In the event of a warranty claim that is timely made and which is accepted by Dumont PARTS, Dumont PARTS reserves the right, in lieu of a refund, to provide a replacement part if one is available. If a replacement part is not available, a refund (or credit) will be issued for the part upon its return and acceptance by Dumont PARTS in accordance with these Terms and Conditions.

The warranties contained in these Terms and Conditions do not extend or apply to any part that fails due to installation or removal, workmanship at installation or removal, improper troubleshooting, operations procedures outside the mandated parameters of the manufacturer's manual, or any other failure caused by an outside source other than the purchased part.

Except as stated in a separate written purchase and sale agreement, all engines and auxiliary power units will be warranted as serviceable upon installation provided however that such warranty is only effective for a period of fifteen (15) days from the date the engine or APU is tendered for shipment (regardless of whether buyer has installed the engine or APU during that time period or not). Additionally, Dumont PARTS will transfer or assign to buyer, to the extent transferable or assignable, any applicable manufacturer or vendor warranties.

The warranties provided in these Terms and Conditions expressly exclude any liability or obligation for cost of installation of the part, removal of the part, any damages for lost profits or consequential damages, or any other costs or damages arising from or related to the purchase, sale, installation, removal, use, or shipment of the part.

The warranties provided in these Terms and Conditions are time limited for a claim, with the time requirements set forth in these Terms and Conditions being of the essence and otherwise strictly enforced. All warranty periods begin on the date the component is tendered for shipment by Dumont Parts. Any claims must be submitted to and received by Dumont PARTS within the applicable warranty period, failing which any warranty claim will be denied and the purchase and sale of the part will be deemed final with no further rights or claims (including any right to a refund, credit, replacement, or a claim for damages or for equitable relief including injunctive relief or specific performance).

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (BY LAW OR OTHERWISE), INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, AND BUYER, BY RENDERING ANY PERFORMANCE UNDER AND PURSUANT TO THE DUMONT PARTS SALES QUOTE OR THESE TERMS AND CONDITIONS, SHALL BE DEEMED TO HAVE RELEASED AND WAIVED ANY CLAIMS FOR BREACH OF SUCH WARRANTIES.

## **ENGINE AND APU SALES**

Engine and APU sales are transacted only through separate purchase and sale agreements signed by the parties. For all such sales, the terms and conditions of the separate agreement shall govern the purchase and sale of the engine or APU described in the separate agreement and expressly replace and supersede all of the within Terms and Conditions and any Sales Quotes issued in connection with the purchase and sale of the engine or APU.

## **NET TERM APPLICATION**

Customers who wish to pay on net terms but who do not have established credit terms with Dumont PARTS must complete and sign a credit application form and send the completed form to the Director of Dumont PARTS. The application will be reviewed and the customer will be notified of available credit terms, if any. Dumont PARTS is not required to extend credit terms; all credit decisions will be made by Dumont PARTS in its sole and absolute discretion. Having credit terms with any affiliate of Dumont PARTS does not guarantee that Dumont PARTS will extend credit terms.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

All sales made by Dumont PARTS to Buyer are made in the State of Delaware. These Terms and Conditions, and all terms and conditions contained in a Dumont PARTS's Sales Quote, and all claims arising from or related to any sale or purchase of parts from or through Dumont PARTS by Buyer, shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, without application of its conflicts or choice of law rules. All disputes arising from or related to any of the foregoing, including any alleged breach of the foregoing, shall, as a condition to any legal action, first be submitted to mediation before a single mediator in accordance with the mediation rules of the American Arbitration Association then in effect. Such mediation shall take place in Wilmington, Delaware. The state and/or federal courts situated in New Castle County, Delaware, shall be the sole and exclusive jurisdiction and venue for any claims, lawsuit or other proceedings between Dumont PARTS and Buyer, and each party hereby irrevocably and unconditionally consents to the jurisdiction of such courts and waives any and all objections based on jurisdiction, venue or inconvenient forum. Each of the parties consents to and agrees that it may be served with process in any action with respect to any dispute between them arising from any of the foregoing by certified or registered mail, return receipt requested, addressed to such party or to such party's registered agent for service of process in the State of Delaware. The prevailing party in any lawsuit between the parties shall be entitled to recover, and shall be awarded, its reasonable attorneys' fees and costs (including paralegal fees, expert fees, and other litigation costs) from the other party.

## **FORCE MAJEURE**

Dumont shall not be liable nor deemed to be in default of any contract or applicable law or these Terms and Conditions on account of delays in performance of any of its obligations to Buyer which are directly or indirectly due to or caused by any event or circumstance or combination of events or circumstances that are beyond the reasonable control of Dumont PARTS, including but not limited to, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics or pandemics; riots; power failures; computer failure; and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation (each a "Force Majeure Event"). If a Force Majeure Event continues for a period of thirty (30) days or more, either party may terminate the order subject to the Force Majeure Event.

## **EXPORT CONTROL**

All orders are subject to all applicable U.S. laws and regulations relating to the export of goods, services, technology, and technical information and data. Buyer shall comply with all such applicable laws. Buyer shall not ship, transfer, export or use the parts it purchases from Dumont PARTS in violation of any applicable export laws, regulations, or governmental restrictions. Upon request, Buyer agrees to provide to Dumont PARTS such documentation as may be reasonably necessary to ensure and to confirm Buyer's compliance with such laws and to allow Dumont to comply with its obligations under all such laws and to respond fully and completely to any governmental inquiries or demands.

## **INDEMNIFICATION**

Buyer shall indemnify and hold harmless Dumont PARTS and its parent, subsidiary and affiliated companies, and all of their respective shareholders, members, managers, officers, directors, employees and representatives from and against all claims, lawsuits, causes of action, losses, obligations, damages and expenses (including reasonable attorneys fees and litigation costs) arising from or related to (a) any violation of these Terms and Conditions or any applicable Sales Quote; (b) any violation of any law, regulation or governmental restriction or requirement; (c) any use of the parts purchased from Dumont PARTS after such parts have been tendered for shipping; and (d) any subsequent sale of the parts purchased from Dumont PARTS.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL DUMONT PARTS, OR ANY OF ITS PARENT, SUBSIDIARY OR AFFILIATED COMPANIES, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO ANY PARTS SUPPLIED TO BUYER OR DUMONT PARTS'

PERFORMANCE UNDER ANY PARTS ORDER OR SALES QUOTE OR UNDER THESE TERMS AND CONDITIONS, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. DUMONT PARTS' LIABILITY TO BUYER AND TO ANY THIRD PARTIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE, ARISING FROM OR RELATED TO ANY PARTS SUPPLIED TO BUYER OR DUMONT PARTS' PERFORMANCE UNDER ANY PARTS ORDER OR SALES QUOTE OR UNDER THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE PURCHASE PRICE OF THE PART AT ISSUE. BUYER EXPRESSLY WAIVES ANY CLAIMS FOR DAMAGES THAT EXCEED SUCH PURCHASE PRICE.

**AMENDMENTS TO TERMS AND CONDITIONS**

These Terms and Conditions may be amended, revised or supplemented at any time and from time to time by Dumont PARTS in its sole and absolute discretion.