



## **Aerox Aerospace Group**

Aviation Oxygen Systems  
12871 Trade Way Dr, Ste. 8  
Bonita Springs, FL 34135

Fluid Power  
1300 Hudson Gate Dr.  
Hudson, OH 44236

Omnigas Systems  
8140 NW 74<sup>th</sup> AVE #10  
Medley, FL 33166

[www.aerox.com](http://www.aerox.com)

### **GENERAL PURCHASE ORDER TERMS AND CONDITIONS**

1. Buyer. The term "Buyer" in the following terms and conditions shall mean Aerox Aerospace Group, (Aviation Oxygen Systems, Fluid Power, and Omnigas Systems).
2. General. This order is the Buyers offer to procure the materials, supplies and/or services referenced in the body of this Purchase Order. In accordance with the provisions stated therein, these Terms and Conditions are applicable to all Buyer Purchase Orders unless specifically waived or modified by Buyer as documented in the body of the Purchase Order. All Purchase Orders shall be considered accepted by the seller if not rejected within ten (10) days from the date of the Purchase Order.
3. Additional Terms Not Accepted. The offer of Buyer to purchase is expressly contingent upon seller accepting the terms and conditions of Buyer's Purchase Order (the "Agreement"). Any conflicting terms contained in seller's Purchase Order, acknowledgement or other correspondence will be deemed a material alteration of the Agreement and any conflicting terms are not agreed to by Buyer as these conflicting terms, including but not limited to, conflicting terms that attempt to limit Buyer's remedies in the event of nonconforming goods/parts, would create a surprise or hardship to Buyer and are not accepted.
4. Purchase Order Changes. Buyer reserves the right, by written notification, to suspend, alter, or otherwise change any provision referenced by the Purchase Order prior to Buyer's acceptance of the listed products and/or services.
5. Electronic Data Exchange. Buyer may process Purchase Orders through Electronic Data Exchange (EDI) and it is the seller's responsibility to maintain the services necessary to retrieve the data. Buyer will provide EDI formatting information.
6. Material Overruns. Quantities of items manufactured to Buyer specifications shall be in accordance with Purchase Order requirements. Overage quantities shall be returned at seller's expense unless prior written approval by Buyer has been granted. Required inspection reports, test reports and certificates of compliance shall include the quantity of items delivered to Buyer.
7. Proprietary Information. Seller may not copy or otherwise reproduce Buyer supplied and owned documents, data or design information for distribution to third parties without written permission of Buyer.
8. Quality Assurance Provisions. Quality Assurance requirements are provided in SQRM:001, Supplier Quality Requirements Manual.
9. Protection Of Buyer Owned/Supplied Material. Seller shall be responsible for assuring that all articles supplied by Buyer for utilization of, or processed by, the seller shall be handled in a safe and



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protected manner from article receipt at the seller's facility to article receipt at Buyer's designated point of receipt.

10. Currency Of Specifications. Unless otherwise specified on the body of the Purchase Order, all documents and/or drawings required for compliance with this Purchase Order shall be the most recent issue as of the date of the Purchase Order.

11. Warranty. Seller provides the warranty set forth in this paragraph which shall be valid for a period of one-year from the date of sale. Seller warrants that the materials, supplies and/or services specified by the Purchase Order are free from defects and have been manufactured using best workmanship practices. Seller further warrants that all articles supplied are fit for their intended purpose and that Buyer may, at Buyer's option, return all defective and/or non-compliant articles for prompt credit, correction or replacement; provided, however, that such return must occur during the one-year warranty period.

12. Hazardous Materials. Seller shall supply Material Safety Data Sheets (MSDS) for all applicable chemicals and compounds delivered to Buyer.

13. Delivery and Shipping.

(a) Unless otherwise specified, the price as set forth in this Purchase Order shall include all charges for seller packing and crating and for cartage to FOB point. Packaging must be of a type to completely protect all parts from damage resulting from normal handling and stacking.

(b) Buyer will specify the carrier and method of transportation and seller will process shipping documents and route shipments of the goods to the FOB point accordingly. Buyer will not pay shipping charges for parts/services that are not shipped as stated on the Purchase Order.

(c) Each container must be marked to identify contents without opening all boxes and packages and must contain one of each of the following:

- i. Certificate of Conformance;
- ii. Packing Sheet listing Purchase Order number, part number/service description, revision level, quantity and plant location; and
- iii. Invoice listing Purchase Order number, part number/service description, quantity, unit price, extended price, plant location, seller remit to address, Buyer billing address and shipping address.

(d) All delivery schedules reflect dates material is due on Buyer's dock. Seller's acceptance shall show best on dock delivery schedules promised, if different from schedules set forth on the face of this Purchase Order. Buyer reserves the right to return all shipments received in advance of the agreed schedule at seller expense. Delay in receipt beyond the agreed schedule shall be cause for termination of this Purchase Order by default unless such delay schedule is mutually agreed in writing by both seller and the Buyer.

(e) Time is of the essence. Delivery must be effected within the time specified on the face of this Purchase Order or any release. If seller fails to make deliveries or perform services at the



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agreed time, all damages suffered by Buyer and any premium transportation costs or other costs incurred to meet the specified delivery schedule shall be at the expense of seller.

(f) Seller may be required to issue barcodes with all delivered parts. Buyer will provide formatting requirements.

14. Change Orders. The Buyer shall have the right to make changes in or additions to the drawings and specifications, issue additional instructions, and reduce or increase the quantities covered by this Purchase Order. If such changes cause a material increase or decrease in seller cost or time for performance of this Purchase Order, an equitable adjustment in the price or time for performance will be made and this Purchase Order will be modified in writing accordingly, provided any claim for adjustment is made by the seller within thirty (30) days after the date this change is ordered. Change Orders shall be regarded as of prime importance and be processed as diligently as the original Purchase Order.

15. Termination At Buyer Option. Buyer may terminate this Purchase Order at any time without cause by providing thirty (30) days written notice, whereupon seller will stop work on that date and terminate all orders and subcontracts that relate to the terminated Purchase Order. Buyer will pay seller for furnished work accepted, as well as the documented cost to seller of work in process and material specifically allocated to the terminated Purchase Order. Payment made by Buyer under this termination clause shall constitute Buyer's only liability for termination. Title and possession of all delivered goods/parts will vest with Buyer immediately upon Buyer's tender of payment under this paragraph.

16. Termination For Default. If seller (1) fails to deliver parts/goods at times specified herein; (2) fails to perform pursuant to the terms of this Purchase Order and does not cure said failure within ten (10) days of written notice from Buyer specifying said failure; (3) becomes insolvent, makes an assignment for the benefit of creditors, moves for bankruptcy protection; or (4) merges with another entity, then Buyer, at its option, may terminate the whole or any part of this Purchase Order with no liability except for payment of accepted goods/parts, upon which time Buyer will take title and possession of said goods/parts, with Buyer entitled to seek cover for substituted goods/parts, along with incidental and consequential damages.

17. Force Majeure. In the event of flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments neither party shall be liable to the other for failure to perform its obligation under this Purchase Order. During the seller's inability to supply the parts/service, Buyer may procure such parts/service from other sellers, but will revert to the Purchase Order once the element of Force Majeure has been overcome. If Buyer's customers cancel their purchase orders, Buyer can terminate the Purchase Order with no liability to seller except for its obligation to make payment for accepted parts/services.

18. Indemnification. Seller will defend, indemnify and hold harmless Buyer and its parent, subsidiaries, employees, officers, directors, agents or representatives against all claims, suits, actions or proceedings and shall be responsible for all liabilities, losses, damages (including without limitation judgments, amounts paid in settlement and other recoveries), fees and expenses (including without



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limitation fees of counsel and experts) and costs (together “Expenses”) in connection with any breach or nonperformance by seller of the Purchase Order, or for injury or death of any person and damages or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of seller in connection with performance of the Purchase Order (including without limitation Expenses arising out of, or in connection with, vehicle recall).

19. Patents. No rights are granted to seller under any Buyer patents except as may be necessary to fulfill seller’s obligations under this Buyer Order. Seller agrees to indemnify and hold harmless the Buyer, and all persons claiming under the Buyer, against all claims, demands and liability for actual or alleged infringement of any patent, trademark, copyright, or trade name by the materials or articles covered by this Purchase Order unless such materials or articles are manufactured per drawings or designs furnished by Buyer.

20. Information Disclosed; Data Rights.

(a) “Buyer Data” means all information and data that Buyer makes available to seller in connection with the performance of the Purchase Order, including without limitation, performance standards, product characteristics, specifications, drawings, descriptions, samples, designs, manufacturing data and other information.

(b) Buyer owns and retains all of its right, title and interest in Buyer Data, including any Buyer patents, patent applications, copyrights, trade secrets, trademarks, trade dress and any other proprietary rights in Buyer Data and in any derivative or improvement of any Buyer Data made by Buyer or by seller as work product.

(c) No right or license is granted under this Buyer Order to use Buyer Data other than the right for seller to use Buyer Data as required to perform seller’s obligations under the Purchase Order. Seller will not use or disclose Buyer Data for any other purpose and seller will handle all Buyer Data in such a manner to insure that it is not used for any purpose detrimental to the interests of Buyer.

(d) Seller may not disclose Buyer Data to any third party without Buyer’s prior written consent.

21. Prices Include Taxes. Except as Buyer has otherwise provided in this order, the prices stated in the purchase order include all applicable federal, state and local taxes, and duties.

22. Insurance. Seller represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that seller has insurance coverage in the following minimum amounts:

(a) Workers Compensation – Statutory limits for the state(s) in which the work will be performed;

(b) General/Products Liability - \$1,000,000 per occurrence/\$2,000,000 in the aggregate; and

(c) Automobile Public Liability - \$1,000,000 (per any one accident).



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Said certificates of insurance shall set forth the amount of coverage, the number of the policy and the date of expiration. Upon Buyer's request, seller shall name Buyer as an additional insured on its policies. If seller is a self-insurer for workers compensation purposes, seller shall provide Buyer with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by seller with the insurance requirements stated in this section shall not in any way affect seller's duty to indemnify Buyer under this Agreement. If this purchase order includes a sale of goods manufactured in whole or in part to the seller's designs or specifications, seller agrees to provide Buyer, upon request, with a current certificate of product liability insurance and a seller's endorsement naming Buyer as an additional insured on seller's policy.

23. Access To Facilities, Audit and Inspection. If this Purchase Order includes specifications, or is for the procurement of either (a) goods to be incorporated into Buyer's products or (b) services to be used in the production of Buyer's products, then seller's (and seller's sub-tier suppliers who provide goods or services) plant and their books and records pertinent to this or any related order (to the extent consistent with applicable laws and regulations) shall at all practical times be subject to review, inspection and audit by Buyer, its authorized representatives and any authorized representative of Buyer's customer to the extent necessary to verify compliance with Buyer's specifications or to enable Buyer to comply with its obligations to its customer(s).

24. No Gifts. Seller agrees not to provide or offer to provide to any director, officer or employee of Buyer, or any member of such person's family, any favors, gifts, loans or other benefits (including services and discounts as well as material goods), except casual entertainment or gifts (other than money) of nominal value which are customarily offered to others having a similar relationship with seller, provided that the foregoing exception shall not apply if this order shows on its face that it is placed under a U.S. Government contract, or a subcontract thereunder, or if Buyer otherwise notifies seller that this order is placed under a U.S. Government contract or a subcontract thereunder.

25. Labor Disputes. Whenever seller has notice that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.

26. Assignment. Seller shall not assign the performance of this Purchase Order or the proceeds derived without the prior written consent of the Buyer.

27. Subcontracting. Seller may not subcontract this Purchase Order, or any substantial portion thereof, without prior written consent of the Buyer; provided, however, that this provision shall not apply to the purchase of standard commercial supplies and raw material.

28. Waiver. The waiver by Buyer of any condition or the breach hereof shall be limited to the particular instance and shall not operate or be deemed to waive that condition in the future or any further breach thereof.



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29. Cumulative Remedies. The rights and remedies set forth under this Purchase Order are cumulative and in addition to any other rights and remedies available under law and equity including, but not limited to, those remedies set forth in Florida Statute Chapter 672. No acceptance of goods/parts or of any lot or any waiver by Buyer of any of the terms and conditions of this Purchase Order shall be deemed a waiver of Buyer's rights/remedies/damages in the event of seller breach of this agreement.

30. Releases. If delivery dates are not specified in this Purchase Order, seller shall procure materials and manufacture, assemble and ship the goods/parts only as authorized by Buyer in shipping releases issued by Buyer. Buyer may return over shipments to seller at seller expense. Buyer, from time to time, and with reasonable notice, may change or temporarily suspend any shipping schedules specified in the Purchase Order or shipping releases.

31. Applicable Law. Seller expressly agrees that any dispute over the terms of the Agreement shall be governed by Florida law including, but not limited to, Florida Statute Chapter 672 (UCC/Sales).

32. Forum Selection. Seller expressly agrees that any dispute over the terms of the parties' agreement shall be heard in the federal or state courts sitting within the State of Florida.

33. Merger Clause. This Purchase Order sets forth the entire agreement of the parties. All prior, contemporaneous or subsequent oral agreements or representations are merged into this Purchase Order. No provisions of this Purchase Order may be modified except by written agreement signed by both parties.