

PACKING LIST

INV NO I102370783
INV DATE
PAGE 1
SHIP DATE 23JAN13
PARTIAL FINAL Y
2% PREPMT, NET 30

SHIP TO H7439
UNIFLIGHT INC.
2617 AVIATION PARKWAY
GRAND PRAIRIE, TX 75052

SOLD TO H7439
UNIFLIGHT, INC.
2617 AVIATION PARKWAY
GRAND PRAIRIE, TX 75052

REMIT TO A
BELL HELICOPTER TEXTRON INC.
P.O. BOX 915151 PH#(817-280-2888)
DALLAS, TEXAS 75391-5151 U.S.A.

BILL TO H7439
UNIFLIGHT INC.
2617 AVIATION PARKWAY
GRAND PRAIRIE, TX 75052

MARKS

SCHEDULE B
LICENSE NO

TERMS COLLECT
SHIP VIA CUSTOMER PICK UP

B/L NO
GROSS WEIGHT

NO OF 1
NOI 01 NOD 00

FOB

FAX 972-623-2414
TAX # 75-255892-2
FED-X ACCT 1587-4725-4

AWB

SA 002142207

CUSTOMER ORDER		PURCHASE ORDER				
S03548		P06119				
LINE NO	PART NUMBER	DESCRIPTION	QTY	UM	UNIT PRICE	EXTENDED PRICE
000004	412-040-177-101 CNTRY ORG - CA HTS # 8411.91.7010 ECCN/USML # 9A991.D	FLANGE 205	1	EA	16,885.00	
000004	412-040-177-101 CNTRY ORG - CA HTS # 8411.91.7010 ECCN/USML # 9A991.D	FLANGE 205	1	EA	16,885.00	
		GROSS TOTAL				
		DISCOUNT TOTAL				
		SHIPMENT TOTAL				
<p>THIS MATERIAL IS MANUFACTURED OR SUPPLIED BY BELL HELICOPTER TEXTRON INC. ALL HELICOPTER PARTS IN THIS SHIPMENT HAVE BEEN PRODUCED OR PROCURED UNDER THE DIRECTION OF BELL HELICOPTER'S QUALITY SYSTEM WHICH IS APPROVED PER ISO 9001:2008 AND AS9100:2009 REV C DEFINED IN BELL HELICOPTER TEXTRON'S QUALITY SYSTEM MANUAL (PD-04). BELL HELICOPTER'S QUALITY SYSTEM MEETS THE APPLICABLE REQUIREMENTS OF THE U.S. CODE OF FEDERAL REGULATION TITLE 14 CHAPTER 1 PART 21, AND IS APPROVED BY THE FAA UNDER PRODUCTION CERTIFICATE NUMBER PC-100 FOR THE PRODUCTION OF CIVIL PARTS.</p> <p>THIS SHIPMENT CONTAINS ITEMS WHICH ARE CONTROLLED BY THE EXPORT ADMINISTRATION REGULATIONS (EAR:15 CFR 710-774) OR THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR:22 CFR 120-130). BY ACCEPTING DELIVERY OF THESE ITEMS, CUSTOMER EXPRESSLY ASSUMES RESPONSIBILITY</p>						
CONTINUED TO NEXT PAGE						

ANY REFERENCE HEREON TO THE CUSTOMER'S PURCHASE ORDER IS SOLELY TO IDENTIFY THE MATERIAL ORDERED. ALL TERMS AND CONDITIONS OF THIS SALE ARE AS SET FORTH IN BELL HELICOPTER TEXTRON'S STANDARD TERMS AND CONDITIONS OF SALE WHICH ARE PRINTED ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE READ CAREFULLY.



A Textron Company

776 HENRIETTA CREEK RD
BLDG. 55
ROANOKE, TX 76262

PACKING LIST

INV NO I102370763
INV DATE
PAGE 2
SHIP DATE 23JAN13
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TAX # 75-255992-2

FED-X ACCT 1567-4725-4

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SA 002142207

CUSTOMER ORDER S03548

PURCHASE ORDER P06119

LINE NO	PART NUMBER	DESCRIPTION	QTY	UM	UNIT PRICE	EXTENDED PRICE
		FOR EAR/ITAR COMPLIANCE, INCLUDING DETERMINING LICENSE REQUIREMENTS AND AUTHORITY, IS THE EXPORTER AS PER EAR 758.3(B) AND IS SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL REQUIRED EXPORT APPROVALS PRIOR TO EXPORT. VIOLATIONS OF THE EAR OR ITAR CAN RESULT IN SEVERE FINES, PENALTIES, IMPRISONMENT, AND LOSS OF EXPORTING PRIVILEGES.				
		THIS DOCUMENT MAY NOT REFLECT CHARGES FOR TAXES, SHIPPING & HANDLING.				
END OF LIST						

ANY REFERENCE HEREON TO THE CUSTOMER'S PURCHASE ORDER IS SOLELY TO IDENTIFY THE MATERIAL ORDERED. ALL TERMS AND CONDITIONS OF THIS SALE ARE AS SET FORTH IN BELL HELICOPTER TEXTRON'S STANDARD TERMS AND CONDITIONS OF SALE WHICH ARE PRINTED ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE READ CAREFULLY.

BELL HELICOPTER TEXTRON INC. (BHTI) TERMS AND CONDITIONS OF SALES

PRICE: Prices are EXW (Ex-Works - INCOTERMS 2010), the applicable Bell Helicopter shipping point. Prices are subject to change without notice. All prices are in U.S. Dollars unless otherwise stated.

SUBSTITUTES: Seller reserves the right to supply substitute parts in lieu of the part ordered when design changes, later specifications, conditions of supply or product improvement make such substitution necessary. Prices on substituted material may be adjusted accordingly.

PAYMENTS: Payment terms for credit based accounts are net 30 days from date of each invoice issued. Other payment options are available (e.g. cash in advance, Credit Card). C.O.D. payment arrangements are not accepted by Bell. Open Account terms are available only to customers with established accounts with Bell Helicopter Textron Inc. Purchaser agrees to pay a late payment charge at the rate of one and a half percent (1.5 %) per month, eighteen percent (18%) per annum, or the highest rate legally permissible, whichever is less, on each delinquent statement balance, commencing on the thirty-first (31st) day from invoice date. All credit based accounts are subject to stop shipment actions by Bell should past due balances or credit limit exceedence situation arise.

WARRANTY AND REMEDY: Seller warrants each new helicopter part or helicopter part reconditioned by seller to be free from defect in material and workmanship under normal use and service and if installed on Bell model helicopters. Seller's sole obligation under this warranty is limited to replacement or repair of parts which are determined to Seller's reasonable satisfaction to have been defective with 1,000 hours of operation or one (1) year after installation, whichever occurs first and reimbursement of reasonable freight charges. After 200 hours of use, there will be a prorated charge to the Purchaser for replacement parts (prorating the hours of total use against the then applicable part life or 2,000 hours, whichever is the lesser). Defective parts must be reported in writing to the Seller's Warranty Administration within 90 days of being found defective. Replacement of parts may be with either new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Purchaser complying with the Warranty Remedies as described in the Commercial Warranty Information brochure and the Seller's Warranty Administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at Seller's sole option, void this warranty.

NOTE: Parts, components and assemblies of all new helicopters may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework is permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed does not render such items defective in material or workmanship.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACTOR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of helicopter parts and reimbursement of reasonable freight charges as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to work performed by third parties at Purchaser's request and with respect to engines, engine accessories, batteries, radios, and avionics, except Seller assigns each manufacturer's warranty to Purchaser to the extent such manufacturer's warranty exists and is assignable.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed unless that helicopter has been rebuilt by Bell. A list of destroyed aircraft is obtainable from Bell Product Support. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL CUSTOMER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion. Seller makes no warranty and disclaims all liability for consumables (wear items) which are defined as items required for normal a routine maintenance or replaced at scheduled intervals shorter than the warranty period "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packing and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolt washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court system then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

DELIVERY: Method of transportation desired should be designated by the purchaser. When no such designation is made, Seller will ship by the method deemed most suitable to each instance. Bell reserves the right to choose the carrier when an export license is required, in order to ensure compliance with applicable provisions of said license. Shipments are dispatched FCA, (Free Carrier - INCOTERMS 2010), applicable Seller's premises. All parts are to be packaged and packed in accordance with standard international commercial practice for Ocean Export Shipment or Air Export Shipment as applicable.

EXPORT/IMPORT REQUIREMENTS: Export of Bell products are subject to U.S. export regulations, including the International Traffic in Arms Regulations and the Export Administration Regulations. Licenses, permits, or other export authorizations may be required prior to the export of Bell products. Bell Helicopter assumes responsibility for obtaining required U.S. government approvals for international customers. Customers are responsible for complying with all applicable export and import laws and regulation including restrictions against sanctioned countries and denied or designated parties, as well as obtaining the required export authorizations for their own international shipment. Violation of the export regulations can result in severe fines, penalties, imprisonment or a loss of exporting privileges.

Where an Import License is required to import material into a foreign country, the Import License must be obtained by the purchaser and/or representative in that country.

PARTS RETURN: New part(s) return(s) request(s) should include an approved Return Material Authorization. Returned Parts are subject to a "Restock Fee" of 10% per item or \$500.00 per item, whichever is less. Special Order and Standard Vendor parts may not be returned. Except for Shortage/Damage Claims below, Bell's Policy is that All Sales are final.

SHORTAGE/DAMAGE CLAIMS: All claims for parcel shortage, as listed on the bill of lading, and/or damage must be initiated by the consignee with the carrier. Claims for shortages, of items listed on the shipping document, must be initiated with Seller in writing within ten (10) days after receipt of the shipment.

TAXES: Purchaser agrees, in addition to the price specified herein, to pay all taxes, duties or imposts, or any other charges or additions thereto, upon the manufacture or sale of the parts which are levied, assessed, or required by law to be paid.

CHOICE OF LAW AND JURISDICTION: This sale shall be interpreted under and governed by the laws of the State of Texas. In the event of any dispute or claim arising out of this sale, the parties hereby agree that any lawsuit or other legal action shall be filed in the courts of general jurisdiction for the State of Texas in the County of Tarrant the Federal District Court of the Northern District of Texas, Fort Worth Division.

These are all the Terms and Conditions of Sales applicable to BHTI sales and supersede any prior correspondence, proposals or agreements, written or oral, not set forth in them