



FIGHTER JET METALS, INC.

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FIGHTER JET METALS INC. TERMS AND CONDITIONS OF SALE & DELIVERY

The following sets forth the terms and conditions governing the sale of goods of FIGHTER JET METALS INC. ("FJM" or the "Seller"). All terms and conditions are subject to change from time to time in the sole discretion of Seller. It is expressly agreed by you (hereinafter referred to as the "Buyer") that if any quotation provided by Seller, any Buyer Order (Also known as a "Purchase Order") issued as a result of such quotation and any sale resulting from such quotation, are expressly conditioned on your agreement to the terms and conditions set forth herein in their entirety of the quotation and our agreement that such terms and conditions shall constitute the sole terms and conditions governing any Buyer Order, quotation or sales of Seller. THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS AND NO CONTRARY, ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING ON SELLER UNLESS EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF SELLER. SELLER HEREBY REJECTS ALL ADDITIONAL, CONTRARY OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY BUYER IN ANY BUYER ORDER OR OTHERWISE AND NO SUCH ADDITIONAL, CONTRARY OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING ON SELLER.

1) Quotation and Offer: All Fighter Jet Metals Quotes, Quotations, and Proposals constitute an offer ("offer") based on customer or buyer's request for quotation with terms and delivery stated in offer.

2) Terms and Acceptance: Buyer's Purchase Order becomes a binding contract (the "Contract"): (1) when an executed purchase order from the customer is received upon a quotation being submitted by Fighter Jet Metals Inc., and / or (2) when shipment according to schedule of all or any portion of the goods covered by the Purchase Order shall be made, and / or (3) when Fighter Jet Metals Inc. processes Buyer's purchase order as prescribed by the price and delivery schedule of the goods as stated by Seller. Except as provided in the preceding sentence, it is an express condition of the Purchase Order and to Seller's obligation to perform there under that any provisions printed or otherwise contained in any acknowledgement hereof or in any other response hereto, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in a Purchase Order, shall have no force or effect, and that Seller by such acknowledgement or response thereby agrees that any such provisions therein or any such alterations in the Purchase Order shall not constitute any part of the contract of purchase and sales created hereby. The Contract resulting from Buyer's issuance of a Purchase Order contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right or of any other rights hereunder.

3) Payment Terms: Unless otherwise stated, the terms of payment will be not thirty (30) days from invoice date, with interest at the rate of the lower of 10% per annum of the maximum rate allowable by law per annum on the unpaid balance on all invoices not paid when due. Unless otherwise stated, all prices are F.O.B. Seller's plant and cover bulk packaging only. Purchase orders submitted by buyer with NET 30 terms are subject to credit approval.

4) Delivery/Force Majeure: Seller shall not be liable in any way (for damages or otherwise) resulting directly or indirectly from any delay in performance or delay in delivery due to unforeseen circumstances or caused by circumstances beyond its control, including, without limitation, an act of God, fires, floods, acts of terrorism, wars, government actions, accidents, labor troubles, labor shortages, strikes, lockouts, embargos, riots, any national emergency, Buyer caused delays, compliance with any law, regulation or order, unavailability of materials, unavailability of equipment, or unavailability of transportation. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay is execution.

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5) **WARRANTIES, DISCLAIMER OF ALL OTHER WARRANTIES:** Seller warrants that the goods sold hereunder shall substantially conform to the written description and specification furnished by Buyer and appended to this offer. Subject to the customary mill tolerance and normal variations consistent with good mill practice and inspection methods with respect to dimension, weight, straightness, section, composition mechanical properties, surface and internal conditions and quality. THERE ARE NO EXPRESS WARRANTIES INVOLVED IN THIS TRANSACTION OTHER THAN THE WARRANTY STATED IN THIS PARAGRAPH 5. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION APPEARING ON THE FACE HEREOF. THE WARRANTY IN THIS PARAGRAPH 5 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND SELLER SHALL, HAVE NO LIABILITY FOR ANY CLAIM EXCEPT AS EXPRESSLY PROVIDED HEREIN. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, USAGE OF TRADE OR FITNESS FOR A PARTICULAR PURPOSE. DEFECTIVE GOODS MUST BE HELD FOR SELLER'S INSPECTION AND RETURNED TO THE ORIGINAL POINT OF DELIVERY. NOTWITHSTANDING THE FOREGOING, IN THE EVENT AND TO THE EXTENT THAT ANY OF THE GOODS COVERED HEREBY (OR ANY COMPONENTS THEREOF) ARE MANUFACTURED OR PROCESSED BY ANY THIRD PARTY, SELLER SHALL HAVE NO LIABILITY FOR DEFECTS IN PRODUCTS MANUFACTURED OR PROCESSED BY SUCH. THIRD PARTY AND SELLER'S SOLE OBLIGATION WITH RESPECT TO SUCH GOODS (OR COMPONENTS) SHALL BE TO ASSIGN TO BUYER (IF AND TO THE EXTENT ASSIGNABLE) ALL WARRANTIES MADE OR GIVEN TO SELLER BY SUCH THIRD PARTY MANUFACTURER AND/OR PROCESSOR; IN SUCH EVENT, SELLER GIVES NO OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE FULLY AND FOREVER DISCLAIMED.

6) **Damages:** In the event Buyer wrongfully rejects, revokes or unduly delays acceptance of the goods covered hereby, Seller, at its sole option, shall have the right to recover as damages either (i) the purchase price of the goods, whereupon the goods in such conditions as they may then exist shall become property of Buyer, or (ii) the profit (including reasonable overhead) realizable by Seller upon full performance. In either event, Seller may recover all incidental damages and reasonable costs, including, in the event Seller elects (i) above all reasonable charges for storage, handling and preservation of the goods until the same are claimed by Buyer. Seller's remedies set forth in this paragraph 6 are supplemental to, and not in lieu of, any and all remedies otherwise available to Seller at law, in equity, or hereunder.

7) **Claims for Defects in Delivery/Shortages:** All claims for defects in delivery of goods or for shortage of goods shall be deemed waived unless presented in writing (by facsimile or certified mail) by Buyer to Seller within thirty (30) days after delivery of the goods at the destination specified by Buyer in the relevant Buyer Order.

8) **Raw Material:** Where the materials out of which the goods to be sold hereunder are specified, Seller warrants that all goods supplied be rendered will be manufactured from such materials which are so designated or described by the manufacturer or supplier of the raw materials. However, Seller shall not in any event be liable for, and Buyer assumes the entire risk of all losses caused by, any deficiencies, limitations, modifications or variations in the specified raw materials, which materials are designated or described by the manufacturer or supplier thereof in a manner which conforms to the specifications.

9) **Indemnity:** Buyer assumes all liability (including but not limited to injury to person or property, economic loss or business interruption) for claims arising from the sale or use of the goods or goods covered by this agreement. Buyer further agrees to defend, indemnify, and hold harmless Seller, its officers, directors, employees and agents from any and all liability, claims, losses, demands, actions, suits, costs and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with the sale or use of any goods or product covered by this agreement. Buyer shall also defend, indemnify, and hold harmless Seller, its officers, directors, employees and agents from any and all liability, claims, losses, demands, actions, suits, costs and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Buyer's breach of these terms and conditions herein.

10) **Security Agreement:** For so long as any amount remains to be paid by Buyer to Seller, whether such obligations arose under this transaction or any other transaction between Buyer and Seller (collectively the "Secured Obligations"), then Seller shall have, and Buyer hereby grants to Seller, a lien and security interest in and to the goods sold hereby to Buyer (the "Collateral"), as security for the payment and/or performance of the Secured Obligations. In the event, Buyer fails to perform any Secured Obligation in strict accordance with its terms, then Seller shall have the right to declare all Secured Obligations immediately due and payable and, further, to pursue all such rights and remedies as to the Collateral as are available under the Uniform Commercial Code, as well as all such other rights as are available at law, by statute or in equity.

11) **Limitation Period:** If either party to this agreement desires to bring an action against the other party for breach of this agreement, including any action by Buyer against Seller for the alleged breach of any warranty, the time within the action must be commenced shall be one (1) year after the accrual of the cause of action as defined by Section 2-725(2) of the Uniform Commercial Code.

12) **Jurisdiction:** The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods; rather, it is intended this contract shall be governed and construed, in all respects, in accordance with the laws of the State of Florida, including, without limitation, its provisions of the Uniform Commercial Code. Any controversy or claim or dispute arising out of or related to this contract shall be litigated only in a court of the State of Florida.

13) **Legal Costs:** If any legal proceeding is brought for the enforcement of any term, provision, covenant or agreement set forth herein, or because of a dispute, or an alleged breach, default or misrepresentation in any way connected herewith, or with any provision hereof, the successful or prevailing party shall be entitled to recover from the losing party the reasonable attorney's fees and other costs incurred in that action or proceeding or in any appellate proceedings relating thereto, such amount to be set by the court(s) before which the matter is tried, heard or decided.

14) **Export Compliance:** The sale of goods, services or the disclosures of information are subject to the USA Export Administration Regulations. The Buyer agrees not to sell or solicit orders for the sale or pre-export of the purchased goods to any restricted person, company, application of country.