



HERBER AIRCRAFT SERVICE (HAS), INC.

GENERAL TERMS AND CONDITIONS

Acceptance of Purchase Order, Repair Order, or Contract:

1. Any order by an organization or person ("Buyer") for goods (an "Order"), if accepted, is accepted subject to these Terms and Conditions of Sale ("T&Cs"), which are incorporated into any acceptance, acknowledgement, invoice, and other document issued by Herber Aircraft Service, Inc., or HAS ("Seller") in response to such Order (each a "Response"), and any reference thereto shall include these T&Cs. No waiver, alteration, or modification of these T&Cs shall be valid unless expressly agreed to in writing by Seller and specified as superseding these T&Cs. Any order to purchase goods or receive services shall constitute Buyer's assent to these Terms and Conditions.
 - 1.1. The T&Cs constitute the entire agreement between the parties and any different, additional or conflicting terms or conditions set forth in Buyer's purchase order or any other document issued by Buyer are expressly objected to by Seller and the terms hereof, including those contained in the applicable Response, shall exclusively govern the purchase and sale of the goods covered by the Response unless there is another manually signed agreement between the parties, which shall control to the extent there is a conflict between the terms of such agreement and these T&Cs. For avoidance of doubt, it is the intent of the parties that Section 2-207 of the Uniform Commercial Code concerning the Battle of the Forms shall not apply to the performance of any Order by Buyer or Seller or to the sale of goods from Seller to Buyer.
 - 1.2. In addition, it is the intent of the parties that provisions of neither the Uniform Commercial Code nor the United Nations Convention on Contracts for the International Sale of Goods shall form any part of the contract between the parties. These T&Cs shall apply to all orders and releases and are the exclusive terms governing the relationship of the parties. Seller is not willing to contract with Buyer except in accordance with these T&Cs. Buyer's acceptance of these T&Cs and Seller's performance of the Order (in whole or in part) are expressly limited to, and conditioned upon, Buyer's acceptance of these T&Cs which may not be changed or waived except in a writing signed by both parties.
 - 1.3. Without limitation on any other means by which Buyer may signify its acceptance of these T&Cs, Buyer's performance hereunder, in whole or in part; acceptance of any Supplier submission relating to goods; intellectual property used in performance of repairs, issuance of releases or delivery schedules; acceptance of any goods; payment for any goods; or any other conduct recognizing the existence of a contract or business relationship with Seller, constitutes Buyer's acceptance of these T&Cs.
 - 1.4. Without limitation on the foregoing, Seller's performance on an Order shall not be considered acceptance of any counter-offer or terms provided by Buyer, and Seller will not be bound by, hereby objects to, and rejects, any additional provision or any provision at variance with these T&Cs that may appear in Buyer's purchase order, standard terms and conditions, including terms and conditions referenced in Buyer's purchase order, acknowledgments, form agreements, supplier or quality manuals, notices or in any other document or communication from Buyer to Seller, or any updates or amendments thereto, whether Seller has been notified of such provisions, or however such provision may be communicated or referenced (including any provisions contained on Buyer's website, EDI platforms, electronic mail, or any other medium), and whether appearing in hard copy, electronic, or graphic form, or with respect to any online bids or online quote packages that purport to require acceptance of terms and conditions in order to access the bid or quote documents. It is the responsibility of the buyer to provide Terms and Conditions, and then specify which terms and clauses apply to the contract. No email, EDI, on-line access to bids or quote packages, or website communications or exchanges shall constitute a modification of, or objection to, these T&Cs or any other part of Seller's offer to sell goods.
2. **Unit of Measure (UOM):** Each and/or per linear foot.
3. **Purchase Order, Repair Order, or Contract Type:** Firm Fixed Price (FFP).
4. **Currency:** This quote is bid in U.S. dollars.
5. **Minimum Buy Order:** U.S. \$250.00.
6. **Certification Supplied:** Standard Packing Slip Certificate of Conformance (CoC).
7. **Quote Validity:** This quote is valid for a period of thirty (30) days from date of submittal and will be subject to updates thereafter.
8. **Delivery:** HAS is a distributor and deliveries are based on manufacturers availability and may be subject to delivery updates. HAS will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising from its failure to ship by the estimated shipping date.
9. **Shipping:** All goods are sold Ex-Works at Seller's facility ("Shipping Point") Incoterms 2020. Seller's obligation to deliver the goods shall be fulfilled when it has delivered the same in good condition to a carrier at the Shipping Point. Unless otherwise specified, Buyer shall pay or reimburse Seller for all transportation, freight, insurance, loading, packaging, and handling charges, taxes, duties, fees, storage, and all other charges applicable to the goods. Buyer shall not be responsible for any taxes based on Seller's income. Buyer shall insure each shipment of goods with a reputable insurer for a minimum 100% of the full invoice value of such shipment and shall name Seller as an additional insured. Dates for delivery (including any Buyer "need" or "request" or "required" dates) are estimates made by Buyer and Seller, are not guarantees, and are determined from the date of Seller's receipt of a written purchase order. In no event shall Seller be responsible for penalties, costs, expense, obligations, or damages of any kind if the Buyer requested delivery, need, or required date(s) are not met. Overtime and other expenses incurred to hasten delivery at Buyer's request or demand shall be added to the quoted contract prices and paid by Buyer. Shipment of goods that are available for delivery can be deferred beyond the date for delivery only with Seller's written consent.
10. **Lien/Security:** Seller retains a vendor's lien on all goods sold to Buyer until such goods are paid for in full. Buyer hereby grants Seller and Seller hereby reserves a purchase money security interest in and to the goods sold to Buyer together with all proceeds thereof to secure Buyer's performance and payment. Buyer agrees upon Seller's request to do all acts and execute all documents reasonably necessary to assist Seller's perfection and maintenance of any such security interest and right of possession, including, but not limited to, executing, and filing documents with the appropriate governmental agency.
11. **Orders:** Buyer shall submit a purchase order ("Purchase Order") for the goods which shall, at a minimum, include: (a) part number of the goods ordered; (b) quantity; (c) contract price of the goods; (d) requested delivery or need date; and (e) shipping instructions and shipping address, including a statement that the goods will be shipped "EXW Shipping Point" or "EXW Origin" and if the Purchase Order states otherwise, the shipping terms shall be Ex-Works Shipping Point.
 - 11.1. All Purchase Orders are subject to acceptance by Seller. Buyer shall be responsible for all additional costs resulting from errors made in connection with telephone or handwritten Purchase Orders accepted by Seller and any errors related to such a Purchase Order must be disputed within 72 hours from Seller's receipt of the Purchase Order. Confirming Purchase Orders are not accepted by Seller unless an executed Sales Order Acknowledgement is returned to the Buyer.
 - 11.2. **Blanket Purchase Orders:** If Buyer's Order is in the form of a Blanket Purchase Order, Buyer agrees that each shipment release shall be treated as a separate sales transaction hereunder, that all shipment releases shall be non-cancelable and, unless agreed in writing by Seller, all scheduled shipment releases to the buyer under such Blanket Purchase Order shall not exceed 12 months from the Seller's Order acknowledgement date to Buyer.
 - 11.3. **Source Inspection:** The Seller shall not be responsible for the delivery date when the Buyer has required or requests external inspection of goods. It is the responsibility of the Buyer to schedule external inspections of good(s) during the Sellers normal business hours.
12. **Acceptance:** Buyer shall conduct any incoming inspection tests on the goods within 5 working days of delivery. In the event of any shortage, damage, or non-conformity with Seller's warranty in or to a shipment of goods or pricing discrepancies, Buyer shall promptly give notice, but in no event later than within 10 working days of delivery thereof, to Seller and shall furnish such written evidence or other documentation as Seller reasonably may deem appropriate. If such evidence indicates, in Seller's reasonable judgment, that such shortage, damage or non-conformity in Seller's warranty was the responsibility of Seller and existed at the time of delivery of the goods to the carrier, Seller shall promptly deliver additional or substitute goods to Buyer; provided, however, that Seller may, in its sole discretion, require Buyer to return all damaged or non-conforming goods prior to delivery of substitute goods. If Buyer shall fail to timely give Seller such written notice, the goods shall be deemed to conform to the warranty and Buyer shall be deemed to have accepted the goods and shall pay for the goods in accordance herewith.
 - 12.1. Goods devoid of an FAA 8130-3 or equivalent certification: Unless the goods are accompanied by an FAA 8130-3 tag or equivalent certification provided by a duly authorized representative, the goods are manufactured to an Industry or Aerospace OEM standard which may have dual use. Therefore, HAS is not offering goods for installation on an FAA type certificated goods unless the installer has FAA type certificate approval, or other regulatory approval, to authorize the part or next higher assembly airworthiness (Ref AC-21-29c).



HERBER AIRCRAFT SERVICE (HAS), INC.

GENERAL TERMS AND CONDITIONS

13. **Freight Charges:** All freight is paid for by Buyer. Buyer can provide a freight collect charge number or prepaid and added to the purchase order.
14. **Packaging standards:** Goods will be packaged in accordance with standard industry practices for U.S. domestic shipments only.
15. **Special Packaging:** For special packaging additional costs may apply and will be defined at time of quote.
16. **Taxes, Duties, and Insurance:** Contract prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government shall be included at time of quote to Buyer.
17. **Payment Terms:** Unless the Herber Aircraft Service Finance Department has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents issued by HAS for the goods, payment terms are net 30 days in United States currency. Payment Terms that have been modified on a purchase order will not be accepted by HAS, all payment terms must be approved in writing by the HAS Finance Department. HAS reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, HAS may defer further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer's order. Buyer agrees to pay interest on all past due invoices at the highest contractual rate allowable under the laws of the State of California.
18. **Accounts Receivable:** Send all invoices to: HAS Accounting, email Accounting@herberaircraft.com.
19. **Credit Application:** First time Buyers, please submit credit application to HAS Sales Representative. U.S. based credit references are needed. Attach three (3) credit references and/or re-sale card if applicable, with a Request for Quote (RFQ).
20. **Prepaid:** For Buyers defined as "Prepaid" and have prepayment terms established by HAS, the following applies:
 - 20.1. All initial prepayments must be received by HAS before Purchase Order is placed and Order Acknowledgement is sent to Buyer.
 - 20.2. Minimum sales order \$250.00 paid by credit card/ACH
 - 20.3. Sales Order \$250 up to \$9,999.00.
 - 20.3.1. Balance due five (5) business days PRIOR to shipment date.
 - 20.4. Sales Order \$10,000 and \$99,999.00
 - 20.4.1. 50% upfront deposit at time of booking.
 - 20.4.2. Remaining Balance (50%) due five (5) business days PRIOR to shipment date.
 - 20.5. Sales Orders over \$100,000, prepayment terms TBD. Contact HAS Sales Representative.
21. **Credit Cards:** Credit Card Payments apply to U.S. Buyers Only. A Processing Fee of 3% will be added to your order if paid with credit card. If you have Net 30 payment terms and pay by Credit Card Net 10 payment terms will apply. Fee will be invoiced upon final shipment.
22. **Wire Transfer Fee:** A \$25.00 charge will apply for wire transfer payments.
23. **Additional Buyer Charges:**
 - 23.1. "Late Payment Holding Fee" defined as a fee charged by HAS to the Buyer when a shipment is held due to, a) Buyer does not meet the required pre-payment amount, or b) Buyer has not made payment on a previous invoice. This fee will be \$30.00/Day, until HAS receives the balance due for shipment. Late Payment Holding Fee will be billed the last day of each calendar month until final payment is received.
 - 23.2. "Shipment Holding Fee" defined as a fee charged by HAS to the Buyer when the Buyer places a long-term HOLD on the shipment date(s). This fee will be ADDED to the sales order and amount will be due upon future shipment date(s) placed. Fee defined as 20% of sales order amount.
24. **Returns:** No goods shall be returned to Seller without Seller's prior written authorization to Buyer to make such returns and must be returned within 30 days of such authorization at Buyer's cost. If Buyer returns goods in the manner required under the previous sentence, and if the returned goods are in new, unused, unopened, and undamaged condition, the returned goods will, subject to the applicable handling charge, be accepted by Seller for return. No returns will be accepted without a Return Material Authorization Number (RMA) issued by HAS. Used or discontinued goods or parts or goods specially manufactured (including using Buyer's designated or provided materials) will not be accepted for credit unless specifically agreed to by Seller in its sole discretion. Buyer's sole remedy for returns of goods shall be a credit for the purchase price less any handling charges. Returned goods are subject to a minimum of 20% handling charge. Returns found to be free of defects will be held for 30 days and if Buyer does not provide Seller repair or return instructions, the Seller will scrap the goods.
25. **Buyer's Specifications:** Buyer shall be solely responsible for ensuring that all materials, specifications, drawings, information, advice, recommendations, or requests provided to Seller by Buyer or any of its agents are accurate and suitable to meet Buyer's specifications. Seller's examination or consideration of any such materials, specifications, drawings, information, advice, recommendations, or requests shall not result in any liability on the part of Seller. Buyer shall be responsible for all field testing, verifying, and assuring the accuracy of all Buyer provided materials, designs and specifications provided to Seller to ensure the reliability and functionality of the goods as it pertains to the user experience. Buyer is solely responsible for the accuracy and content of all design specification materials, printed and electronic in origin, provided to Seller as necessary to produce the goods, including but not limited to engineering specifications (such as 2D/3D CAD data files), manufacturing, finishing, inspection, packaging, and shipping specifications.
26. **Abandonment of Buyer Property:** The Buyer shall not abandon any property sent to Herber Aircraft Service for evaluation, testing, etc. If after a period of 90 days (from the date that the property was received) and Herber Aircraft Service has not been provided disposition direction from the Buyer, HAS will attempt to contact that Buyer via email. If Buyer direction has not been provided after a period of 90 days from the date on which the communication commenced, HAS reserves the right to consider the property forfeited. HAS may at any time thereafter destroy or otherwise dispose of the property. In that event, no action or proceeding shall be brought or maintained against HAS with respect to the property.
27. **Cancellation:** No Purchase Order may be cancelled without prior written approval from HAS. We manufacture and distribute custom parts for specific applications and cannot resell parts made for Buyer applications. If a cancellation request is accepted in writing there will be a minimum 50% of the contract price, cancellation fee invoiced.
28. **Force Majeure:** HAS shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, pandemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond HAS's reasonable control.
29. **Aircraft on Ground (AOG) Support Services:** HAS provides AOG service, 24 hours per day, 7 days per week by telephone 1-310-242-0089. Buyer must provide Tail Number of effected aircraft upon RFQ. The fee for this service is \$500.00 per order for in stock distribution items and \$1,000.00 for Hose Assemblies and Harnesses. Pricing will be at the current list price plus 50%.
30. **Seller Warranty and Buyer Support:** HAS warrants goods that are distributed by HAS to the extent of the Manufacturer's warranty. The Manufacturer makes final determination of any such warranty claims. HAS warrants that the articles manufactured by HAS, and which are supplied hereunder, are free from defects in material and workmanship that all items will conform to applicable specifications and drawings; and, to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer, that all items will be free from defects in design and suitable for the intended purposes. The warranties of HAS, together with its service warranties and guarantees, apply to the original purchaser. Any defective article must be returned with all original packaging and documentation and a prior authorized Return Material Authorization (RMA) to HAS facility at 1401 East Franklin Avenue, El Segundo, CA 90245-4307, USA, or some other location HAS may designate with prior notification to HAS, within twelve (12) months after date of shipment from HAS. The extent of the obligation of HAS under the foregoing warranty is expressly limited to the repair or replacement of any defective article, and, in no event shall HAS be liable for consequential damages. The Buyer shall notify HAS in writing within five (5) days after discovery of any defect, detected during the warranty period. Shipping any defective goods to HAS will be at Buyer's cost.



HERBER AIRCRAFT SERVICE (HAS), INC.

GENERAL TERMS AND CONDITIONS

Once an RMA has been issued there is a 30-day period to return the material, excluding international shipping delays. Materials not shipped within the 30-days period will forfeit the warranty claim; proof of shipping within the 30-day period will be accepted.

31. **Buyer Warranty:** Buyer represents, warrants, and covenants to Seller that the goods as manufactured in accordance with Buyer's design and manufacturing specifications do not and shall not violate any applicable laws, rules or regulations or a patent, copyright, trade secret or other proprietary right of any third party. Buyer represents, warrants, and covenants to Seller that all Buyer Provided Materials are free from defects in materials and workmanship and are suitable for any work to be performed by Buyer in accordance with Buyer's specifications accepted by Seller. Seller shall have no liability or responsibility to Buyer for any damage, destruction, or diminishment in value to or with respect to any Buyer Provided Materials, either before, during, or after the performance of Seller's work unless caused solely and directly by Seller's negligence or intentional misconduct. Buyer shall provide a no defect in materials or workmanship warranty with respect to each good sold to an end Buyer for a period not less than the then remaining warranty period related to such good and afforded to Buyer pursuant to Section 32 (Seller Warranty) above. Except with respect to the remedies provided by Seller to Buyer under Section 32, any other warranties or representations, or remedies for breach thereof, which Buyer may provide to its end Buyers shall be the sole responsibility of Buyer, and Seller shall not be bound thereby. Unless Buyer receives OEM prior written consent, Buyer will not sell OEM goods produced by the Seller to end-users or intermediaries that sell to end-users that are other than the disclosed OEM or government contract disclosed at the seller's po acceptance.
32. **Hose and Harness Repair Warranty:** HAS warrants for a period of ninety (90) days from the date of shipment, all labor and parts for those goods repaired at HAS facility. In the event a defect covered by these warranties becomes apparent within the warranty period, HAS shall correct such defect and incorporate such correction in any such good purchased hereunder which has not been delivered to Buyer. As to each defect, HAS shall be relieved of all obligations and liability under this warranty if: The good has not been operated under normal use, unless Buyer furnishes reasonable evidence that such operation was not a cause of a defect; or the good has been repaired, altered, or modified by Buyer or others and such repair, alteration or modification was not accomplished in accordance with accepted standard Engineering and Maintenance practices. In no event shall Herber Aircraft Service, Inc. be liable for any claims, penalties, loss, damage, or expenses howsoever arising out of prior modifications of hose or harness lengths and/or prior hose or harness repairs. Herber Aircraft Service, Inc., cannot be responsible for the "as received" lengths of such hoses or harnesses. The foregoing warranty is in lieu of all other warranties, expressed or implied, arising by operation of law or otherwise.
33. **Consequential:** Notwithstanding any other provisions in the Contract to the contrary, HAS shall not be liable for any consequential or incidental damages, however occasioned, including, without limitation, any losses, liabilities, or damages resulting from the Buyer's general requirements or specific requirements and needs, whether HAS at the time of contracting or later had reason to know of any such requirements or needs. Notwithstanding any other provisions in the Contract to the contrary, HAS shall not be liable for any injury to any person or property resulting directly or indirectly, from any breach of warranty (express or implied), for punitive damages, or for any damages in respect of loss of anticipatory profits.
34. **Buyer Indemnification:** Buyer shall hold harmless, indemnify and defend (at Seller's request) Seller for any and all damages, liabilities, costs and expenses (including any costs of litigation, including but not limited to, attorneys' fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, or suits, including, but not limited to, claims or suits by third parties, arising out of any of the following: (a) any claim based upon an allegation that the goods (to the extent they conform with Buyer's design and manufacturing specifications) infringes a patent, copyright, trade secret or other proprietary right, and to pay the amount of any settlement, or the costs and damages awarded, with respect to such claim, (b) Buyer's negligent or willful acts, or those of its employees and/or agents, (c) such goods being repaired or altered by persons other than Seller (unless expressly authorized in writing by Seller), (d) from goods produced by Seller according to Buyer's specifications, (e) any violations of export control laws by Buyer, or (f) Buyer's breach of any provision in these T&Cs.
35. **Confidentiality:** "Confidential Information" means any of Seller's (a) business information, specifications and all related writings, drawings, designs, and similar works or any other information which is disclosed by Seller and labeled or marked as confidential, proprietary or its equivalent, or (b) oral or visual information that is designated confidential, proprietary or its equivalent at the time of its disclosure, or (c) Seller's manufacturing processes and suppliers used for the procurement of materials, parts, or components incorporated into the goods, whether or not such information is marked as confidential or proprietary. All Confidential Information shall be the exclusive property of Seller, and Seller retains all its right, title, and interest. Buyer agrees to use Confidential Information for the exclusive purpose of performance under the Purchase Order and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors, or consultants. Upon request of Seller or completion of the Order, Buyer shall return all Confidential Information to Seller and provide certification of such return.
36. **Governing Law, Venue, Limitation of Actions:** This Agreement is performed in Los Angeles County, California and shall be governed by laws of the State of California without regard for its conflict of laws rules and specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or proceeding by Buyer against HAS with respect to this Agreement will be brought in a court of competent jurisdiction located in Los Angeles County, California, USA.
37. **Export Control Compliance:** Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Buyer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC. Seller may terminate this Order and discontinue any ongoing supply to or business with Buyer immediately, without notice and without liability, upon Seller becoming aware that Buyer is named on any restricted party list. Buyer and HAS shall comply with all applicable export control laws and regulations, including but not limited to the Arms Export Control Act, International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), including obtaining any licenses or permits thereunder and any other applicable government directives related to export control. Neither Party shall transfer any export-controlled information (e.g., technical data) from the U.S. to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S.G. authorization to export export-controlled information provided by the other Party under this Agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. Export Regulations. If an Export License is required, please complete the Statement by Ultimate Consignee and Purchaser, BIS-711 Form and Herber Export Compliance Questionnaire and return to HAS.

For all orders that DO NOT require an Export License, please complete the below and add to Purchase Order.

Ultimate Destination (Country):	
End Username:	
End Use (Application):	
I/We will comply with the applicable laws and regulations regarding export-controlled items defined or sold under this contract, and shall not export, re-exports, transfer, divert or disclose any Goods or Proprietary Information, to any destination restricted or prohibited by U.S. Export Laws, or without the appropriate export license or approval from the U.S. Government.	

38. **Survivability:** All provisions set forth herein regarding warranty, confidential information, indemnification, liability, and limits thereon, and any other provisions that survive by their terms will survive any termination or expiration of any Response delivered in connection herewith pursuant to the terms of such sections. In the event that any provision of these T&Cs is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be deemed stricken from these T&Cs, but such illegality, invalidity, or unenforceability shall not invalidate any of the other provisions of these T&Cs. Buyer represents and covenants that it has, and will continue to, comply with all laws and regulations related to the goods sold hereunder, including, but not limited to, export control laws. This sale transaction shall be governed, construed, and enforced solely by the laws of the State of California. Buyer may not assign, including by operation of law, its obligations hereunder without Seller's written consent.
39. **Right of Access:** At no additional cost to Seller, the Goods may be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Only Buyer listed on the PO, FAA, and other regulatory authorities, has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract, including, but not limited to, production, schedule, and quality. Any Buyer representative shall be allowed access to all areas used for the performance of the Contract. Buyer may perform inspections, surveillance, reviews, and tests so as not to unduly delay the work.