



SALES TERMS AND CONDITONS

Title and Risk of Loss

Title to and risk of loss for all products delivered hereunder shall pass to the "Customer" at *FOB Origin* (i.e. Xcelaero's dock).

Price and Taxes

The price stated in an Xcelaero Quotation shall not include taxes. Including without limitation state or local sales or use tax. Sales and use taxes, if any, shall be separately stated in Xcelaero's invoice to the customer. Xcelaero may require presentation of a reseller's certificate or other documentation on products that are for resale and therefore are excluded from taxes that Xcelaero is required by law to collect.

Intellectual Property

All intellectual property contained in the products delivered in connection with this quotation are the sole property of Xcelaero Corporation.

Payment

Customer shall pay invoiced amounts within 30 days of Xcelaero's invoice date.

Limited Warranty

The product or products quoted above have a twelve (12) month warranty beginning on the date of shipment to the customer unless otherwise specified in the quotation. This warranty is limited to the repair or replacement, at Xcelaero's discretion, of the product or products.

Force Majeure

A. *Excused Performance.* Each party will be excused for its failure or delay in performance at any time during which performance is prevented by events beyond its reasonable control and without its failure or negligence (Force Majeure), which events may include, but will not be limited to: (1) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, accident, storm, flood, or similar occurrence; (2) an act of a public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence; or (3) a strike, lockout, or similar industrial or labor action.

B. *Reasonable Efforts.* This section will not relieve the nonperforming party from using reasonable efforts to overcome or remove such Force Majeure with all reasonable dispatch. A party claiming the benefits of this section will give prompt notice to the other party of the events giving rise to the assertion and the estimated duration thereof and will keep such other party reasonably advised as to the progress of such party's attempts to overcome and remove such Force Majeure.

Performance

Xcelaero will use reasonable efforts to fulfill commitments made via the issuance of a purchase order against this quotation. Lead times and delivery quantities are subject to market conditions and available inventory. Please allow as much lead time as possible for delivery of units against this quotation.