

CUSTOMER CREDIT APPLICATION

Company Name (Full Legal Name)				Doing Business As:			
Title/Position				Parent Company (If Applicable)			
Billing Address				Shipping Address			
City	State	Zip Code	Country	City	State	Zip Code	Country
Phone		Fax		Billing Contact			
E-mail Address				Purchase Tax Exempt Yes _____ No _____ (Please attach copy of Tax Certificate if Yes)			
Encircle One		Corporation		Proprietorship		Date Business Opened: _____	
		Partnership		Other (Specify) _____		Type of Business: _____	
		Government		DUNS# _____		Number of Employees: _____	

TRADE REFERENCES

Name	Address	Tel.No.	Account Number
		Fax No.	
		Tel.No.	
		Fax No.	
		Tel.No.	
		Fax No.	
		Tel.No.	
		Fax No.	

CREDIT LINE REQUESTED: \$ _____	HAS THIS BUSINESS OR PRINCIPAL OWNER(S) EVER FILED BANKRUPTCY? _____
	HAS THIS COMPANY OR PRINCIPAL OWNER(S)/OFFICERS BEEN CONVICTED OF FELONY OR BEEN INVOLVED IN DRUG TRAFFICKING OR MONEY LAUNDRY? _____ (if yes, please explain _____)
DO YOU ACCEPT THE STANDARD CONDITIONS OF SALE OF BOONE AIR PARTS (BAP) HEREWITH UNLESS BAP AGREES IN WRITING, AND SAID WRITING IS SIGNED BY AN AUTHORIZED BAP REPRESENTATIVE? YES _____ NO _____ (PLEASE SIGN THE TERMS AND CONDITIONS HEREWITH)	

Signature	Date:
Print Name and Title	

25345 AVENUE STANDFORD, Suite 201 ♦ VALENCIA, CA 91355
phone: 661.294.6900 ♦ fax: 661.294.6910

Conditions of Sale

Except for other written provisions mutually agreed upon and executed by the Buyer and Seller, these Conditions of Sales shall govern any purchase order ("Order") covering the sale of Boone Air Parts ("Seller") products. Buyer and Seller cannot modify or add to these Conditions of Sale unless agreed to in writing and signed by an authorized representative of Buyer and Seller.

PRICES AND PAYMENTS

Prices are F.O.B. (or FCA for export) Seller's dock unless otherwise specified. The prices quoted herein do not include sums necessary to cover any taxes or duties including but not limited to Federal, State, Municipal excise, sales or use taxes or import duties upon the production, sales, distribution, or delivery of goods or furnishing of services hereunder. Any taxes or duties that are due and owing hereunder shall be paid by the Buyer. Accordingly, Seller reserves the right to revise its price after the execution of this Order between the parties to include any and all taxes or duties that may become due hereunder and Seller may invoice Buyer for said additional amount. This clause shall survive the acceptance and complete performance of this Order by the parties. Our prices is subject to prior sales therefore if stock is depleted at the time of purchase, price and delivery may change. Prices provided to Buyer are believed to be accurate; however, Seller reserves the right to correct any inadvertent errors in these prices prior to acceptance of the Order. Seller 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. In the event payment of an invoice becomes delinquent, Seller shall assess a late payment penalty on the delinquent payment at a rate of one percent (1%) per month or the maximum rate permitted by law, if lower, for each month or part thereof delinquent. In addition, Seller may choose to deliver future shipments under this Order on a cash with Order, cash in advance or Letter of Credit basis even after the delinquency is cured. All amounts that Buyer owes Seller under an Order shall be due and payable according to the terms of the Order. Buyer is prohibited from and shall not set off such amounts or any portion thereof, whether or not liquidated, against sums which Buyer asserts are due it, its parent affiliates, subsidiaries or other divisions or units under other transactions with Seller, its parents, affiliates, subsidiaries or other divisions or units.

WARRANTY

Seller warrants that at time of delivery to Buyer, its Products will comply with applicable Seller drawings and will be free from defects in workmanship and material. These warranties shall run to the Buyer, its successors, assigns, and customers. This warranty is valid for twelve (12) months after delivery of the Product or six (6) months after date of first use, whichever first occurs. The warranty period for Seller's repair or exchange of Buyer's Product will expire 180 days from the date of shipment to Buyer of such Product or 90 days from the date of first use, whichever occurs first. Buyer must notify Seller in writing of the Nonconformance of any Product within the warranty period and return the Product to Seller within thirty (30) days after such discovery. Seller's obligation and Buyer's remedy under this warranty is limited to either repair or replacement, by Seller's election, of any Product Nonconformance. All items repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period.

Seller agrees to assume round trip transportation costs for a nonconforming Product in an amount not to exceed normal shipping charges to the nearest facility designated herein for warranty repair of products delivered under an Order. The risk of loss or damage to all Products in transit shall be borne by the party initiating the transportation of such Products. Seller shall not be liable under this warranty if the Product has been exposed or subjected to any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise not in compliance with Seller's instruction or any alteration, modification or repair by anyone other than Seller or those specifically authorized by Seller or any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or any damage precipitated by failure of a Seller supplied Product not under warranty or by any Product not supplied by Seller. Seller's obligations under this warranty are conditioned on Buyer's obligation to maintain records which will accurately reflect operating time and maintenance performed on Seller's Product and establish the nature of any unsatisfactory condition of Seller's Product. Seller, at its request, shall be given access to such records for substantiating warranty claims.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

EXCUSABLE DELAY

The Seller shall be excused from delays in delivery and performance of other contractual obligations under the Order caused by acts or omissions that are beyond the reasonable control and without the fault or negligence of Seller including but not limited to Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays in deliveries to Seller by third parties. If the excusable delay circumstances extend for six months, either party may, at its option, terminate this Order without penalty or liability and without being deemed in default or in breach thereof.

CANCELLATION

Buyer reserves the right to cancel any portion of this Order affected by a default of Seller or any insolvency or suspension of Seller's operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

DISPUTES

Except as otherwise specifically agreed in writing by Buyer and Seller, any dispute relating to an Order placed by a Buyer incorporated in the United States which is not resolved by the parties shall be adjudicated by any court of competent jurisdiction. For Orders placed by a Buyer incorporated outside the United States, the parties shall resort to binding arbitration under mutually agreed procedures.

APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the jurisdiction in which the Seller's facility accepting the Order hereunder is located, exclusive of any choice of law provisions. The Seller and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

LIMITATION OF LIABILITY

Seller's liability on any claim for loss or damage arising out of, connected with, or resulting from an Order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under an Order shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim, except as provided in the paragraph entitled "Patent Indemnity". In no event shall Seller be liable for special, incidental or consequential damages. Except as herein expressly provided to the contrary, the provisions of this Order are for the benefit of the parties to the Order and not for the benefit of any other person.

NONDISCLOSURE AND NON-USE OF SELLERS INFORMATION

Buyer agrees that it will not use Seller's data for the manufacture or procurement of products which are the subject of this Order or any similar products, or cause said products to be manufactured by or procured from any other source, or reproduces said data and information or otherwise appropriate them without the written authorization of the Seller. Buyer agrees that it will not disclose or make available to any

25345 AVENUE STANDFORD, Suite 201 ♦ VALENCIA, CA 91355
phone: 661.294.6900 ♦ fax: 661.294.6910

third party any of Seller's data or other information pertaining to this Order which is proprietary to Seller without obtaining Seller's prior written consent.

ANTI-MONEY LAUNDERING RESTRICTIONS

Seller reserves the right to reject questionable and payments, including but not limited to third party payments, cashier checks, money orders, and bank drafts. Seller will accept checks imprinted with Buyer's name from banks acceptable to Seller, wire transfers originating from the Buyer's account, and credit or debit card in Buyer's name.

EXPORT

Unless otherwise agreed, Buyer shall be responsible for compliance with the export control laws and regulations of the U.S. Government, and when required by such laws and regulations shall obtain validated export and re-export licenses required for goods, services and technical data delivered under this Order. Seller shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of any following U.S. Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of this order, that limits or has a material adverse effect on the cost of Seller's performance on this Order.

ASSIGNMENT

Neither party shall assign this Order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld. The non-assigning party shall not have any obligation to an assignee of the assigning party unless such consent is obtained.

WAIVER

Failure by Seller to assert all or any of its rights upon any breach of this Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right Seller may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

COMPANY NAME

DATE

NAME AND TITLE (PLS PRINT)

SIGNATURE

For Office Use Only

Approved By:	Date:
Notes:	

25345 AVENUE STANDFORD, Suite 201 ♦ VALENCIA, CA 91355
phone: 661.294.6900 ♦ fax: 661.294.6910