

Eclipse International Corporation
Conditions of Sale

Definitions

"Seller" shall mean Eclipse International Corporation. "Buyer" shall mean any company, organization or individual to whom a quotation is offered, or whose order is accepted by the Seller.

Conditions

Buyer's acceptance of goods and/or services shall constitute acceptance of these terms and conditions. Terms or provisions of Buyer's order that are inconsistent with or in addition to Seller's terms and conditions shall not be binding unless accepted in writing by Eclipse International. Seller's failure to object to any provision contained in a communication from Buyer shall not be a waiver of these terms and conditions. If any terms or conditions of sale are declared by an arbitrator, or court or other body having jurisdiction, to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

Eclipse International is compliant with AS9100 Quality Management System – Requirements for Aviation, Space, and Defense Organizations. A Certificate of Conformance will be provided for all manufactured products.

Sub-Contracting

The Seller reserves the right to sub-contract the fulfillment of any order or any part thereof.

Delivery

All sales are default FOB Origin which is Eclipse International's facility located in Corona, CA, USA unless stated otherwise in customer purchase order and agreed upon by Seller.

Unless otherwise specified, best commercial packaging applies. If MIL standard packaging or customer special packaging is required additional pricing will be quoted.

INTERNATIONAL SHIPMENTS - For international shipments all import licenses, duties, tariffs, taxes and brokerage fees will be the responsibility of the buyer.

Payment

INTERNATIONAL SALES - The following payment terms may be required: Letter of Credit - Payment shall be made by an Irrevocable Letter of Credit issued in favor of Eclipse International Corporation, as beneficiary, to be advised, confirmed and payable at the counters of the U.S. negotiating bank. The Letter of Credit must be opened 60 days prior to the acknowledged ship date with validity held 45 days past such date and must be payable at sight in Dollars for 100% of the amount invoiced.

Payment terms are net 30 days from date of invoice on approved credit, unless otherwise stated in writing by Eclipse International. Eclipse International may modify payment terms if, in its sole opinion, the payment record or financial condition of Buyer warrants. Buyer is responsible for all additional charges that may occur for any payments that are late or payments that are returned.

If Buyer fails to make required payments or breaches any of the terms and conditions mentioned herein, Seller reserves the right to terminate this agreement and withhold further deliveries.

Cancellations

Orders may not be canceled or rescheduled without Seller's written consent and are subject to cancellation or reschedule charges determined by Seller. In addition to the fore mentioned charges, Buyer may also be responsible for all costs of settling and paying claims arising out of the termination of work under Seller's subcontracts or vendors and any accounting, legal, and clerical costs arising out of the cancellation.

ITAR/Export Controls

WARNING – Sale orders may contain technical data, export of which is restricted by the International Traffic in Arms Regulations (ITAR). Disclosure to foreign persons without prior U.S. Government approval is prohibited. Violations of these export laws and regulations are subject to severe civil and criminal penalties.

BUYER agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130 and the Export Administration Act, 50 U.S.C. app.2 2401-2420, including Export Administration Regulations, 15CFR 730-774; including the requirement for obtaining any export license or agreement, if applicable..

If Buyer's order cites a U.S. Government contract number or is certified under DPAS, Federal Acquisition Regulation (FAR) Part 12 is incorporated where applicable and as may be required by government statute, regulation and/or contract.