

TERMS & CONDITIONS OF SALE

1. DEFINITIONS.

- a. TIGHITCO means TIGHITO Inc, TIGHITCO Latinoamérica SA de CV, Overhaul and Support Services.
- b. Buyer means the party identified on the face of the Contract with whom TIGHITCO is contracting.
- c. Product means an article or substance that is manufactured or refined for sale.
- d. Seller means TIGHTICO.

2. TERMS AND CONDITIONS. TIGHITCO's ("TIGHITCO") willingness to offer goods or services ("Products") for sale or accept an order for Products is expressly subject to the terms and conditions contained herein and published online at <http://www.TIGHITCO.com>. TIGHITCO rejects any different or additional terms or conditions in any order, other document or other communication issued by Buyer. Terms and conditions in this document may change at the discretion of TIGHTICO. It is the Buyers responsibility to keep up to date.

3. SHIPMENT; DELIVERY; TITLE AND RISK OF LOSS. All unconfirmed delivery dates are approximate. TIGHITCO is not responsible for damages resulting from shipping delays caused by circumstances outside TIGHITCO's control. All shipments will be Ex Works from the TIGHITCO facility, title, and risk of loss or damage pass to the Buyer, upon shipment.

4. WARRANTY.

- a. **Warranty for TIGHITCO Built, or Assembled Products ("Value Added Products").** TIGHITCO warrants that the value-added Products sold hereunder shall be free from defects in material or workmanship for a period of twelve (12) months from the date of shipment. Buyer's sole remedy for breach of this warranty, and subject to TIGHITCO 's sole discretion, is either repair or replacement.
 - b. **Disclaimer.** All prices are based upon the exclusive limited warranties stated above and upon the following disclaimer: THE WARRANTIES LISTED ABOVE ARE THE SOLE AND ENTIRE WARRANTIES PERTAINING TO PRODUCTS PROVIDED. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of TIGHITCO. To the extent that Buyer or its agents have supplied or approved (by choosing to buy) specifications, information, representation of operating conditions or other data to TIGHITCO In the selection or design of the Product and the preparation of TIGHITCO 's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.
5. **CLAIMS; COMMENCEMENT OF ACTIONS.** Buyer agrees to inspect Products within five calendar days of receipt and agrees to immediately notify TIGHITCO of any defects, nonconformities or shortages. Buyer waives any right to object to such defects, nonconformities or shortages after such time. Any claim or action against TIGHITCO based upon breach of contract or any other theory, including tort, negligence, or otherwise must be commenced within twelve (12) months from the date of delivery or other alleged event, without regard to the date of discovery.
6. **CANCELLATION/CHANGES.** Buyer may cancel orders only upon approval from recipient of orders using a reasonable advance written notice and upon payment to TIGHITCO of TIGHITCO's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the TIGHITCO and a reasonable profit thereon. TIGHITCO's determination of such cancellation charges shall be conclusive. Buyer may request changes or additions to the Products consistent with TIGHITCO 's specifications and criteria. In the event such changes or additions are accepted by TIGHITCO, TIGHITCO may revise the price, license fees, and dates of delivery and/or performance dates. TIGHITCO reserves the right to change designs and specifications for the Products without prior notice to the Buyer, except with respect to build-to-print orders.
7. **PAYMENT.** TIGHITCO's prices do not include any sales, use, or other taxes or duties unless specifically stated. TIGHITCO reserves the right to negotiate escalation fees as warranted. Payment for all purchases is due thirty (30) days from the date of invoice. Unpaid invoices beyond the specified payment date incur interest at the maximum allowable rate under applicable law.
8. **BUILD TO PRINT.** Where TIGHITCO is responsible for manufacturing or servicing Product to Buyers specifications, engineering data, drawings, schematics, materials, components, data or requirements ("Specifications"), the Buyer is solely responsible for determining the suitability and sufficiency of those Specifications and assumes sole responsibility for the outcome and performance of the Product based upon those Specifications. Additionally, Buyer is responsible for making the final selection of Product and assuring that all performance, endurance, maintenance, safety and warning requirements are met. Source-controlled products are also approved by customers.
9. **FORCE MAJEURE.** TIGHITCO does not assume the risk and is not liable for delay or failure to perform any of TIGHITCO's obligations by reason of events or circumstances beyond its reasonable control (hereinafter "Events of Force Majeure"). Force Majeure Events include but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosions, epidemics, war, invasion, hostilities, terrorist acts, riots, strike, embargoes, supply chain disruptions, or industrial disturbances where does raw material availability fall into industrial disturbances. Customer's economic hardship or changes in market conditions are not considered Force Majeure Events.
10. **WAIVER AND SEVERABILITY.** Failure to enforce any provision of this agreement will not invalidate that provision; nor will any such failure prejudice TIGHITCO's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
11. **DELAY.** TIGHITCO reserves the right to invoice for all items purchased, all work completed or in progress, and for any other commitments made by TIGHITCO on behalf of the Buyer if the Buyer delays contract progress for a period exceeding six (6) weeks.
12. **GOVERNING LAW.** This agreement and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of South Carolina located in the U.S.A. without regard to conflicts of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to any Order and are specifically excluded from these Terms and Conditions. The Order and all of these Terms and Conditions must be construed in accordance with the Uniform Commercial Code as enacted in the state of South Carolina.

13. **INDEMNITY.** (a) TIGHITCO agree to hold Buyer harmless from all lost, liability, claims or expenses (including reasonable attorney's fee) awarded in final judgement by a court of competent jurisdiction arising from bodily injury or property damage (including death) to any person caused directly by the recklessness or willful misconduct of TIGHITCO in the performance of this Agreement; (b) Buyer shall indemnify, defend, and hold TIGHITCO harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (i) improper selection, application, design, or other misuse of Products purchased by Buyer from TIGHITCO ; (ii) any act or omission, negligent or otherwise, of Buyer; (iii) TIGHITCO 's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Products; or (iv) Buyer's failure to comply with these terms and conditions. TIGHITCO shall not indemnify Buyer under any circumstance except as otherwise provided.
14. **INSURANCE.** Seller shall maintain appropriate insurance coverages including general liability and comprehensive, automobile liability, workers' compensation, and product liability and will supply Buyer with certificates of insurance upon request. Seller, if requested by Buyer, agrees to have Buyer added as an "additional insured" to all applicable insurance policies.
15. **LIMITATION AND LIABILITY.** Neither party shall be liable for incidental, consequential (including lost profits, diminution in value or reputation, or lost opportunity), special, punitive, or liquated damages, directly or indirectly. Arising or resulting from the breach of any of the terms hereof or from the sale, handling, or use of the products sold. TIGHITCO's liability hereunder, for breach of warranty, negligence or otherwise, is expressly limited at TIGHITCO's option to: (a) to the replacement at the agreed point of delivery of any products found to be defective or not to conform to the specifications set forth herein, (b) to the repair of such products, or (c) to the refund or credit to the buyer of the price list in the purchase order of such products
16. **COMPLIANCE WITH LAWS.** Buyer agrees to comply with all applicable laws, regulations, import and export laws, and regulations of the Buyer's country and the United States of America, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Buyer further agrees that for any EAR or ITAR controlled product, it shall not directly or indirectly, sell, export, re-export, transfer, divert or otherwise dispose of in any other country, or to any prohibited party, any such controlled product, either in its original form or after being incorporated into another end-item, without the prior written approval of the relevant U.S. Government authority.
17. **DISPUTE RESOLUTION.** If a dispute arises out of or relates to this these terms or their breach, the parties shall attempt to resolve such dispute through the dispute resolution procedures set forth herein ("Resolution Procedures"). If any dispute arises under this agreement, either party may notify the other in writing of the existence of such dispute and the commencement of the Resolution Procedures. Within twenty (20) business days after receipt of the commencement notice the parties shall conduct a hearing at a mutually agreed upon location and time. The hearing shall be conducted before a hearing panel of one senior executive of from each party ("Hearing Executives"). During the hearing, each party shall present its position, and each party shall be entitled to a rebuttal. The Hearing Executives will reach an agreement on the order of presentations and other procedural issues regarding the hearing. At the conclusion of the hearing, the Hearing Executives shall meet to attempt to resolve the dispute. The Resolution Procedures shall be deemed terminated if the parties have not executed a written settlement of the dispute on or before the tenth (10th) business day following the conclusion of the hearing. Unless a written settlement is executed, any promises or agreements made by the parties at the hearing shall not be binding on the parties. All discussions, offers, promises, statements, or conduct made in the course of the Resolution Procedures are privileged, confidential, inadmissible, and not discoverable for any purpose.
18. **MISCELLANEOUS.** Unless otherwise agreed in writing this agreement contains the entire agreement between the Buyer and TIGHITCO Inc. and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations are herein merged. These terms may only be amended, modified or supplemented by an agreement in writing signed by each party. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term herein.
19. **PRICE.** Prices quoted are based on rates of wage and prices of raw materials and commodities current at the date of quotation/order. Unless otherwise agreed in writing, the Seller reserves the right to vary the price of Goods by an amount attributable to any change in or insufficiency of Buyer's instructions or to any variation in the cost of materials, labor, transport, duties, taxes, exchange rates or any costs or whatever nature between the date of Contract and the date of delivery or completion of payment (whichever is earlier).
20. **MATERIAL SAFETY DATA SHEETS ("MSDS").** MSDS for applicable products sold by Tightco are prepared by the manufacturers and available online at the manufacturer's website.