

## — AVIATION DIVISION SALES POLICIES —

- \* **1. FREIGHT is FOB SHIPPING POINT from CHESTER, CONNECTICUT or CHARLESTOWN, NEW HAMPSHIRE IN THE 48 CONTIGUOUS STATES** (excludes AK & HI). The choice of freight carrier will be at the sole discretion of Whelen Engineering Company, Inc. ("Whelen"). For UPS Premium Shipments, full charges will be added to invoice. All other premium shipping methods will be forwarded "freight collect", including drop shipments. Whelen reserves the right to pass along to customer any and all freight surcharges, including, but not limited to, fuel surcharge, delivery (remote/extended) area surcharges, residential delivery surcharge, etc.
- 2. "PREPAY and ADD" REQUESTS** for premium truck or air freight routing will include a small additional administrative and handling charge in the freight invoice.
- \* **3. EXPEDITED ORDERS** may be accepted by Whelen, in its sole discretion, for aircraft on the ground (a single part or associated parts to an assembly) for delivery typically within one to two business days, or for shipment as soon as possible typically within one to two weeks, in each case for an additional charge.
- \* **4. PROMPT PAYMENT TERMS** are based on separate written agreement only. Contact factory for details. No other terms offered.
- \* **5. NET TERMS are 30 DAYS.** Accounts over 30 days may be charged a finance charge (plus collection fees) on the unpaid balance. Accounts over 45 days will be placed on hold, and accounts that reach 60 days will automatically become a cash-in-advance or credit card account. At any time after 60 days, the collection process may begin, and customer shall be responsible for all collection expenses, including attorney's fees.
- 6. ORDERS FROM ACCOUNTS** with no prior approved line of credit will require cash in advance or an authorized MC/VISA credit card number.
- \* **7. MASTERCARD™ AND VISA™ PAYMENTS** are encouraged to avoid handling charges. The following information is required at the time a credit card order is placed:
  - A.** Exact full name as shown on credit card. **B.** Complete account number. **C.** Expiration date (month and year). **D.** Bank security number on card. **E.** Your telephone number and billing address of credit card. **Note:** We reserve the right to not drop ship credit card orders.
- \* **8. ORDERS FOR SPECIALTY, CUSTOM OR NON-STOCK PRODUCTS** may be required by Whelen, at its sole discretion, to be accompanied by prepayment of the order.
- 9. CONSOLIDATION OF ORDERS** cannot be accepted. Whelen will ship and invoice products as they become available on each order from the factory at which the products are manufactured, either the New Hampshire facility or the Connecticut facility.
- \* **10.** Whelen reserves the **RIGHT TO ADD SURCHARGES TO INVOICES FOR SPECIAL TAXES** that are imposed on Whelen by state governments or other authorities for our doing business in their jurisdiction. Every effort will be made to provide appropriate notice in advance of the start of such surcharges.
- \* **11. ORDER CANCELLATION** with all pertinent information must be timely faxed to (860) 526-2009 or emailed to aviationorder@whelen.com. Verbal cancellations are not acceptable. An acknowledgement of the cancellation will be faxed or emailed back. Otherwise, standard restocking fee will apply as noted in Item 27. Re-stocking charges will apply for items which have already been packaged for delivery.
- 12. MINIMUM BILLING is \$50 NET.** Orders of less than \$50.00 NET will be billed at \$50.00 NET.
- \* **13. AN ORDER ACKNOWLEDGEMENT** is faxed or emailed for each order. It is customer's responsibility to carefully check each order for accuracy and notify Whelen immediately of any discrepancies. If no response is received from customer, customer will accept the order as entered. This includes, but is not limited to, product, pricing and schedule dates. Purchase orders received from customers will not be signed as a form of order acknowledgment.
- \* **14. ALL CLAIMS** based on deliveries with shortages or damaged goods must be filed by customer within 10 DAYS of receipt of shipment. Customer should file claims for **DAMAGE** with the carrier and claims for any **SHORTAGE** with Whelen.
- \* **15. ONLY DROP SHIPMENTS** within customer's home state will be allowed. NO drop shipments outside of customer's home state will be allowed without prior written approval from Whelen. Whelen reserves the right to add additional charges for any NON-STANDARD order processing, handling or shipping method.
- 16. SHIPMENTS OUT OF THE UNITED STATES** will accrue a minimum of a \$50.00 processing fee. Customer is urged to contact the factory for a quote prior to entering any orders.
- 17. ALL DISCOUNTS** apply to orders shipped to ONE location at a time, covered by ONE purchase order number.
- \* **18. VERBAL ORDERS.** Whelen does not accept verbal orders. Orders may be submitted only by fax to (860) 526-2009 or by email to aviationorder@whelen.com.
- \* **19. DUPLICATING WRITTEN ORDERS NOT MARKED "CONFIRMATION"** or discrepancies on confirming purchase orders following original telephone orders are not the responsibility of Whelen. Returns due to discrepancies or duplication are subject to a re-stocking charge as noted in Item 27. A toll free order fax-line is provided to assure accuracy of order entry.
- 20. RETURNED OR UNCOLLECTIBLE CHECKS** will be subject to a \$50.00 handling fee. Any further occurrence will necessitate forfeiture of open account terms.
- \* **21. CATALOG, PRICE LIST OR POLICY STATEMENT POSSESSION DOES NOT CONSTITUTE THE RIGHT TO PURCHASE DIRECTLY FROM WHELEN. CONTACT THE FACTORY FOR OFFICIAL ACCOUNT STATUS, CUSTOMER CLASSIFICATION AND CURRENT DISCOUNT FOR ALL PRODUCT CATEGORIES.**
- \* **22. PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.** Price in effect at time of shipment will prevail on scheduled orders. Every effort will be made to avoid price revisions prior to void date noted on the Official Price List. Should material cost escalate, Whelen reserves the right to make adjustments deemed necessary at any time.
- 23.** Any product may be **DISCONTINUED, OR UPGRADED** with design improvements, without notice.

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**AVIATION DIVISION SALES POLICIES (Cont'd)**

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- \*24. **A FACTORY DIRECT WARRANTY** is offered with all products manufactured by Whelen. A copy of this warranty is available at [www.whelen.com/warranty](http://www.whelen.com/warranty). **THIS WARRANTY IS THE ONLY WARRANTY ON WHELEN PRODUCTS AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. SUCH FACTORY DIRECT WARRANTY SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY RELATING TO WHELEN PRODUCTS AND THIS POLICY STATEMENT.**
- \*25. Except to the extent expressly provided in the Factory Direct Warranty, Whelen will not be liable for any direct, indirect, consequential, special, punitive or incidental **LOSS OR DAMAGE** arising out of the installation, use or inability to use the product selected.
26. Whelen is not responsible for the **SELECTION OF APPROPRIATE EQUIPMENT** or product type required for a particular application or service.
- \*27. **MATERIAL RETURNED FOR CREDIT OR EXCHANGE** must have prior written approval from Whelen. Contact factory for a return authorization form. Such material will be subject to acceptance inspection upon return and to a minimum 25% re-stocking charge (subject to \$30.00 minimum charge). If product is returned without prior written authorization by Whelen, a 35% re-stocking charge will apply. Product must be in current production & less than six months old from date of invoice.
28. **NON STOCK ITEMS, SPECIALTY PRODUCTS, CUSTOM DESIGNS and SPECIAL ORDERS** in the Official Aviation Price List are **NON-CANCELABLE and NON-RETURNABLE**.
29. **PLASTIC DOMES and LENSES** are **NOT WARRANTED** or returnable for credit or exchange.
30. **COMPONENT COMPATIBILITY.** Whelen's warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers, siren speakers, etc.
- \*31. **TO ORDER, CONFIGURE AND PROGRAM** certain Whelen products, customer may be required, at its cost, to update its computer's hardware and/or operating system to the latest version.
- \*32. By the purchase of products from Whelen, customer acknowledges receipt of this policy statement and agrees to abide by and be bound to the terms and conditions stated herein. These terms and conditions are exclusive and shall apply in lieu of all other terms and conditions appearing on customer's purchase order or other customer documentation. Customer agrees that Whelen's acceptance of customer's order or quotation is limited to and governed exclusively by these terms and conditions. Neither Whelen's commencement of performance nor shipment of products shall be deemed to constitute acceptance of any additional or different terms and conditions proposed by customer. Whelen's failure to object to provisions contained in any order or other document of customer shall not be construed as a waiver by Whelen of Whelen's terms and conditions or an acceptance of any terms and conditions of customer, which are hereby rejected by Whelen. Customer also agrees to accept unsolicited faxes and/or emails from Whelen on promotions, literature, etc.
- \*33. **THIS POLICY STATEMENT MAY BE AMENDED OR CHANGED WITHOUT NOTICE.**
34. Whelen reserves the right to terminate or change the status of any current customer at any time without notice. Such accounts may be reinstated at the discretion of the Whelen Authorized Managing Sales Representative for the territory provided that: **(A)** placement of the required stocking order and all other criteria are met; and **(B)** distributorship for the given area is still available.
- \*35. **WHELEN TRADEMARKS** are the property of Whelen and may be used only as set forth in the **GUIDELINES FOR USE OF WHELEN TRADEMARKS** available at [www.whelen.com](http://www.whelen.com). Unauthorized use of Whelen trademarks may constitute trademark infringement and unfair competition in violation of federal and state laws. All other **INTELLECTUAL PROPERTY** of Whelen, including any drawings, designs, specifications, technical data, technical information, formulations, ideas, inventions, concepts, discoveries, works of authorship, trade secrets, know-how, manuals, installation instructions and other documents, furnished or disclosed by Whelen is strictly stated for the use of customer in the assembly and use of the products and is and shall remain the property of Whelen, and the purchase of Whelen products does not constitute a license with respect to any such intellectual property. Customer shall not reverse engineer any Whelen products. In connection with a breach or threatened breach of this section, Whelen shall be entitled to temporary, preliminary and/or permanent injunctive relief without the need to post a bond or other security.
- \*36. Whelen reserves the right to terminate any customer that imports for sale, offers for sale or sells non-Whelen products that: **(A)** are either copies of, or replacement parts for, genuine **WHELEN** products, **(B)** infringe any of the intellectual property rights of **WHELEN** in its products, including without limitation any **WHELEN** patent, trade secret, copyright, trademark or trade dress, or **(C)** cause confusion or could reasonably lead the marketplace to believe that the source or origin of such products is **WHELEN** or that **WHELEN** has approved, endorsed or authorized such products as replacements for genuine Whelen products. Customer may purchase products from Whelen competitors that do not violate this policy statement.
- \*37. Whelen's in-house **QUALITY ASSURANCE PROGRAM** is used in all Whelen manufactured products. **CUSTOMER IMPOSED OR REQUESTED PROGRAMS** will only be used at Whelen plants when **AGREED TO IN WRITING** in advance by an **AUTHORIZED WHELEN OFFICER**, and any **QUOTATION** will **REFLECT THE COST OF SUCH A PROGRAM** in the **PRICING** and **ACCEPTED BY THE CUSTOMER**.
- \*38. This policy statement, including the factory direct warranty, shall be governed by and construed and enforced in accordance with the laws of the **STATE OF CONNECTICUT** without regard to its conflicts of laws principles. Any action arising out of or in connection with any sale of Whelen products may be brought only in the state or federal courts located in the State of Connecticut, and customer hereby consents to the jurisdiction of such courts and waives any defense to such action based on improper venue. The United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law are excluded and shall have no force or effect.
- \*39. **ENGLISH** shall be the official language of this policy statement, including the factory direct warranty, and any proceedings related to any disputes with respect thereto shall be conducted in English.

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— THIS POLICY STATEMENT SUPERSEDES ALL PRIOR NOTIFICATIONS —

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