



Panasonic Avionics Corporation
P.O. Box 894503
LOS ANGELES CA 90189-4503
United States

Attn: Accounts Payable
ASIANA AIRLINES
AIRCRAFT & SUPPLIES PURCHASING TEAM
[REPAIR, PARTS, SPARES, PROGRAM]
A-DONG ASIANA TOWN BLDG
47 OSAE-DONG GANGSEO PO BOX 98
SEOUL 157-600
Korea, Republic of

**Panasonic Avionics Corporation**3303, Monte Villa Parkway, Bothell, WA 98021, U.S.A.
Telephone: (425) 415-9000 Fax: (425) 487-0776**SHIP TO:**JIN LEE
ASIANA AIRLINES
LA PURCHASING
5758 WEST CENTURY BLVD
LOS ANGELES CA 90045
United States**REMIT TO:**Panasonic Avionics Corporation
P.O. Box 894503
LOS ANGELES CA 90189-4503
United States**BILL TO:**Attn: Accounts Payable
ASIANA AIRLINES
AIRCRAFT & SUPPLIES PURCHASING TEAM
[REPAIR, PARTS, SPARES, PROGRAM]
A-DONG ASIANA TOWN BLDG
47 OSAE-DONG GANGSEO PO BOX 98
SEOUL 157-600
Korea, Republic of**INVOICE**

NUMBER		15004244	
DATE	09-MAR-21	PAGE	1 of 1
PURCHASE ORDER NUMBER		310171997	
DELIVERY NUMBER		973339100	
SALES ORDER NUMBER		3774340	
CUSTOMER NUMBER	1136	LOCATION	AIRCRAFT & SUPPLIES P
PROGRAM NUMBER		MOZSPNEWSV	
TAIL NUMBER			

PLEASE NOTE REMITTANCE ADDRESS CHANGES

TERMS 30 NET -a		CURRENCY USD		CUSTOMER CONTACT	
SHIP DATE 09-MAR-21		SHIP VIA FEDEX INT'L PRIORIT		SHIPPING REFERENCE 784539522736	
FREIGHT TERMS	SERVICE REQUEST NUMBER	SERVICE PART NUMBER	SERIAL NUMBER	BUYER	
ITEM NO.	PART NUMBER/DESCRIPTION	QTY SHIPPED	UNIT	UNIT PRICE	EXTENSION
1	RD-KM7218-028 / HARNESS ASSEMBLY DISC TO IN-ARM SDU LH EXIT Cust. PO Line Ref.: 00003	1	EA	928.00	928.00
SEND WIRE TRANSFER PAYMENTS TO: Citibank New York 399 Park Avenue New York, NY 10022 ABA #: 021000089 Account #: 40586878					
SPECIAL INSTRUCTIONS		SUBTOTAL	TAX	SHIP/HANDLING	TOTAL
		928.00	0.00	0.00	928.00

TERMS AND CONDITIONS OF SALE

This Acknowledgement constitutes an acceptance, solely upon all of the terms and conditions contained herein, of Buyer's offer to purchase the goods specified herein and shall become the entire contract between buyer and Seller, and shall supersede Buyer's order form upon (a) receipt by Buyer of this acknowledgement or (b) acceptance by Buyer of goods shipped by Seller hereunder, Seller hereby expressly rejects all terms and conditions set forth on Buyer's order form which are contrary or in addition to, or which in any way modify, any of the terms and conditions herein.

1. **PAYMENT, CREDIT AND INTEREST:** If Seller believes, in its sole discretion, that Buyer's ability to make any payment(s) called for by this contract is or may be impaired, Seller may, in its sole discretion and in addition to any other rights Seller may have, require payment in cash in advance of shipment or delivery of any or all of the goods specified herein or otherwise change the terms of Buyer's credit, or delay the shipment of said goods, whether or not in transit, or cancel Buyer's order for all or any of the then remaining balance of goods covered by this contract, without Seller incurring any liability for loss or damage of any kind by reason of such change, delay or cancellation and with Buyer remaining liable to pay for all goods already shipped. Interest on overdue payments shall be payable at the rate of the lower of (a) the maximum rate permitted by law or (b) one percent (1%) per month.

2. **SHIPMENT:** Subject to Seller's rights set forth in Paragraph 1 above, and unless otherwise stipulated on the face of this Acknowledgement, delivery of all goods covered by this contract shall be F.O.B. Seller's U.S. warehouse (via surface) within a reasonable time of the estimated date for shipment, if any, set forth on the face of this Acknowledgement, but Seller shall in no event be liable for any direct, indirect, special, incidental, consequential or any other damages suffered by Buyer due to a delay in such shipment. Seller reserves the right to select the means of shipment, point of shipment and routing.

3. **PRICE INCREASES AND TAXES:** If Seller announces a price increase on any product model covered by this contract, which increase is to take effect prior to any estimated date for shipment set forth on the face of this Acknowledgement, then such increased price shall apply to any shipments hereunder made after the effective date of such price increase, other than shipments made within five (5) days after such announcement; provided, however, the Buyer may, by written notice received by Seller no later than five (5) days after such announcement, cancel its order for any goods otherwise subject to such price increase. All taxes, duties or assessments of any kind applicable to the goods listed herein shall be added to the purchase price and shall be paid by Buyer, except to the extent that Buyer shall have provided Seller with a tax exemption certificate acceptable to all relevant taxing authorities.

4. **FORCE MAJEURE:** Seller shall not be liable to Buyer or to any other party for losses or damages of any kind whatsoever, including, but not limited to, direct, indirect, special, consequential, incidental damages or loss of profits if Seller's supply of the goods sold hereunder shall be curtailed or limited, or if shipment of such goods shall be delayed, directly or indirectly, by acts of God, acts of a public enemy, acts of governmental bodies or agencies, whether foreign or domestic, sabotage, fire, floods, explosions or other catastrophes, epidemics or quarantine restrictions, labor unrest, accidents, delays occasioned by suppliers or carriers or other causes beyond Seller's control in whole or in part. No shipments of the goods shall be required to be made hereunder for the period of time occasioned by any such occurrence. This provision shall have the effect of permitting delay in shipments under this contract for such time as is occasioned by any of the aforesaid conditions, but such delay shall not in any event reduce the full amount of the goods purchased and sold but only defer shipment and payment in the event(s) and to the extent herein provided. Notwithstanding the foregoing, Seller shall have the right to prorate the quantity of goods deliverable under this contract and orders of others during the period of time occasioned by the conditions set forth above, and as so prorated this contract shall remain binding upon Seller and Buyer.

5. WARRANTIES AND LIABILITY OF SELLER:

(a) Seller hereby warrants to Buyer only that the goods sold hereunder will have been manufactured in accordance with, and will conform to, the manufacturer's usual standard for said goods and that any defects in material or workmanship in said goods will be repaired, or in Seller's sole discretion, said goods replaced, for a period of twelve (12) months from the date of Seller's shipment thereof (or such other period as may be set forth on the face of this Acknowledgement). Buyer shall not issue any warranties or guarantees with respect to said goods to any person or party which in any way obligate or purport to obligate Seller to any such person or party. This warranty does not apply if the goods have been damaged by articles not supplied by Seller, accident, neglect, abuse, misuse, mishandling, modification, misapplication, alteration, acts of God, improper installation, service or maintenance, or during shipment or storage.

(b) Buyer shall give Seller written notice, as soon as possible, but not later than thirty (30) calendar days from the date of Buyer's receipt of the goods, of any claim which Buyer believes it has against Seller based on shortages, and Buyer shall give Seller written notice as soon as possible, but not later than fifteen (15) calendar days from the date of termination of the warranty period referred to in Paragraph 5(a) above (or on the face of this Acknowledgement), of any claim which Buyer believes it has against Seller based on breach of warranty, and Buyer's failure to do so shall constitute a waiver by Buyer of all claims in respect of such goods. No charges, expenses, replacements or repairs incident to any claim will thereafter be allowed. No such goods shall be returned to Seller without Seller's prior written authorization. If unauthorized shipments are made to Seller, Seller reserves the right to refuse the shipment or to accept it, and in the latter case, the shipment will be held as Buyer's property and without any responsibility whatsoever by Seller.

(c) Any goods confirmed by Seller, in Seller's sole and absolute discretion, upon inspection, and not conforming to the standards set forth in the above warranty shall be, at Seller's option, repaired or exchanged by Seller, F.O.B. Seller's U.S. warehouse, so that the same will conform to such standards, or Seller may, at Seller's sole option, refund to Buyer the purchase price of such goods. Seller shall have no other obligation with respect to said goods.

(d) **THE WARRANTIES SET FORTH IN THIS PARAGRAPH 5 ARE EXCLUSIVE TO BUYER AND ARE IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, OTHER THAN WARRANTY OF TITLE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ON THE PART OF SELLER, ITS AGENTS, DEALERS AND EMPLOYEES, ALL OF WHICH ARE HEREBY WAIVED BY BUYER.** Seller's liability under this warranty shall be limited solely to the cost of any necessary repairs to, replacements of or refunds of Buyer's purchase price for the goods, and Seller assumes no risk of, and shall not in any case be liable for, any other damages, including, without limitation, any special, incidental, consequential or punitive damages, arising from breach of warranty or contract, negligence or any other legal theory, including, without limitation, loss of goodwill, profits or revenue, loss of use of the goods or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs, or claims of any party dealing with Buyer for such damages.

(e) No suit shall be brought on an alleged breach of the warranty set forth in the Paragraph 5 more than twelve (12) months following the date of Buyer's receipt of the goods or three (3) months after the termination of the warranty period referred to in Paragraph 5(a) above (or on the face of this Acknowledgement), whichever is later. This Paragraph 5 allocates the risk of failure of the goods between Buyer and Seller, as authorized by the Uniform Commercial Code and other applicable law. Seller's pricing for the goods reflects this allocation of risk and the limitations of liability contained in this contract.

6. **CANCELLATION, RESCHEDULING:** Except as otherwise provided herein, the within contract shall be non-cancelable, and acknowledged shipment dates of goods hereunder shall not be subject to rescheduling by Buyer, unless pursuant to a written agreement duly executed by both Buyer and Seller and in such event only upon the condition that Buyer promptly pays to Seller any cancellation or rescheduling charge specified by Seller.

7. **RETURNED MERCHANDISE:** In no case are goods to be returned without first obtaining Seller's written permission. Only unused goods in their original sealed containers which are then currently sold by Seller and which have been invoiced by Seller to Buyer within thirty (30) days of Buyer's request to return will be considered for return. Goods accepted for credit upon return may be subject, in Seller's discretion, to a handling/restocking charge. Custom-made goods are not subject to return under any circumstances. Goods must be securely packed and delivered to Seller in an undamaged condition, with Buyer being solely responsible for paying all return freight expenses.

8. PATENT INDEMNITY:

(a) Seller agrees to indemnify and hold Buyer harmless against all claims that the goods sold hereunder infringe any patent rights of third parties. Seller shall assume the defense of any suit, action, proceeding or objection based on any such claim of infringement brought against Buyer specifically relating to said goods, by counsel retained at Seller's own expense and shall pay any damages assessed against or otherwise payable by Buyer in any such suit as a result of the final disposition of any such claim, suit, action, proceeding or objection, provided Buyer, upon receiving notice thereof, promptly notifies Seller of such claim, or of the commencement of any such suit, action, proceeding or objection or threats thereof, and Seller is afforded the opportunity, in its sole and absolute discretion, to determine the manner in which such claim, action, suite, proceeding or objection shall be handled or otherwise disposed of, with Buyer giving Seller the cooperation Seller requires in connection therewith. Buyer shall not consent to any judgement or decree in any such suit or pay or agree to pay any sum of money or agree to do any other act in compromise of any such claim of a third party without first obtaining Seller's consent thereto in writing.

(b) In the event that the use or sale of said goods, or any part thereof, is preliminarily or permanently enjoined by reason of infringement of any third party patent right, Seller shall, at Seller's sole cost and expense, take any one of the following actions, in Seller's sole and absolute discretion; (i) procure for Buyer the right to continue the use and/or sale of said goods; or (ii) modify the infringing goods so they become non-infringing; or (iii) authorize Buyer to return said enjoined goods theretofore sold to and paid for by Buyer and agree to refund to Buyer the full purchase price of the enjoined goods, and upon Seller's fulfillment of (i), (ii), or (iii), Seller shall thereafter be relieved of any further obligation or liability to Buyer as a result of any such infringement. In no event shall Seller be liable for any special, incidental, consequential, or any other indirect damages or loss of profits suffered by Buyer due to any such infringement.

(c) Notwithstanding any other provision of this contract, the provisions of this Paragraph 8 shall not apply to any designs, specifications or modifications originating with Buyer or to the combination of said goods with other equipment not supplied by Seller; but, rather, Buyer shall indemnify and hold Seller harmless and defend Seller against all claims that the same infringe any patent rights of third parties in accordance with the terms and provisions of this Paragraph 8.

9. **LAW OF THE STATE OF NEW YORK:** The entire transaction contemplated hereunder shall be governed by the laws of the State of New York, U.S.A., without regard to its conflict-of-laws rules.

10. **ENTIRE AGREEMENT:** This Acknowledgement contains all of the terms and conditions with respect to the sale and purchase of the goods sold hereunder and there are no representations, warranties, covenants, agreements, or collateral understandings, oral or otherwise, express or implied, affecting this instrument not expressly set forth herein. No delay on the part of either party in exercising any of their respective rights hereunder or the failure to exercise the same, shall operate as a waiver of such rights except in the specific instance. None of the terms, conditions or provisions hereof may be, nor shall they be held, deemed or construed to have been, changed, waived, varied, modified or altered by any act or knowledge of either party, their respective agents, servants or employees, and the terms of this instrument may not be changed, waived, varied, modified or altered except by a statement in writing signed by both parties.

11. **EXPORT CONTROL:** Buyer agrees that it will not participate in the transfer, by any means, of any commodity or technical data acquired from Seller, (i) in violation of the Export Administration Act ("Act") or any regulation, order or license issued under the Act, or (ii) with the knowledge, or with the reason to know, that a violation of the Act, a regulation, an order or a license has occurred, is about to occur or is intended to occur with respect to any such commodity or technical data.

NO#	INVOICE #	PURCHASE ORDER #	SALES ORDER #	SERVICE REQUEST #	PART NUMBER #	SERIAL #	AMOUNT
1	15004122	310170961	3770799				2,767.50
2	15004244	310171997	3774340				928.00
TOTAL:							3,695.50