

MGG AEROSPACE COMPANY dba INTER-FIRST COMPANY
TERMS AND CONDITIONS

PURCHASE ORDERS FROM INTER-FIRST CUSTOMERS

(Last Updated 04/15/2020)

APPLICABILITY

Unless a separately negotiated contract is executed and current between the parties cited on the procuring party's purchase order, the following conditions of sale apply to any purchase order of parts and/or services offered for sale ("Part(s)") by MGG Aerospace Company dba Inter-First Company ("Seller") to the procuring party ("Buyer").

PURCHASE ORDERS

1. Buyer is not obligated to buy Parts from Seller, and, Seller is not obligated to sell Parts to Buyer.
2. Any purchase order covering the sale of Parts will be governed solely by these conditions of sale and any other mutually agreed upon written provisions. (Other written provisions are best recorded on the purchase order.) Verbal understandings are expressly excluded.
3. A Buyer's purchase order is considered conclusive evidence of the Buyer's approval of and consent to the Terms and Conditions contained herein.
4. Buyer's purchase order must include and may only serve to specify:
 - a. Buyer's purchase order number and Seller's quotation number, if applicable.
 - b. Seller's part number or applicable specification and general description of part.
 - c. Requested delivery date.
 - d. Price and quantity.
 - e. Location to ship the part and location to send invoice for payment.
 - f. Buyer's carrier and mode of transportation plus any special routing, packaging, labeling, handling and/or insurance requested, if applicable.
 - g. The end-use and end-user, if known.
 - h. For any requirements in relation to Article 37 of the REACH regulation, Buyer shall indemnify Seller for any costs or expenses incurred by Seller that arise out of or in connection with the fulfillment of this requirement and Seller shall not be held liable for any delay in delivery arising out of fulfillment of this requirement.
5. Seller's acceptance of a purchase order does not constitute a contract with respect to delivery dates. Buyer acknowledges Seller is a distributor of Parts and Seller is purchasing Parts from third parties to the specifications Buyer provides to Seller. Therefore, Seller makes no representation about the components, composition or sufficiency of Parts to meet Buyer's needs.

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PRICES

1. All prices are quoted in United States currency.
2. Prices do not include any of Seller's non-standard costs, including but not limited to, testing, Buyer-specific certification or inspection requirements, etc., unless specifically stated on Seller's purchase order. Seller reserves the right to change or withdraw quoted price until Seller has accepted Buyer's purchase order.
3. Buyer's order is subject to Seller's minimum order price requirements:
 - a. Minimum purchase order is \$50.
 - b. Minimum line item on purchase order is \$15.
 - c. Test reports and/or manufacturer certifications are:
 - i. Free at time of order.
 - ii. \$100 if requested after purchase order delivery is complete.
4. Prices do not include any taxes or duties on the purchase or sale of Parts, including but not limited to, federal, state, or municipal excise, sales, use or value added taxes or import duties, if any. Any such taxes and duties that may become due and owing will be paid by the Buyer, excluding taxes based upon Seller's gross income. Buyer shall reimburse Seller upon demand for any such taxes, duties or similar charges that Seller is required to pay or collect.
5. If Buyer's usage requires alternate sources, gap buys, or expedite and premium transport fees to meet Buyer's demand, all such additional costs and fees shall be paid by Buyer.
6. All prices are subject to change without notice.

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DELIVERY

1. Prices quoted and goods delivered are F.O.B. Wichita, Kansas.
2. Seller will prepare and package Parts in accordance with normal commercial practices, unless specific written instructions are mutually agreed upon in the purchase order.
3. Seller shall ship Parts by the mode and carrier designated by the Buyer in accordance with shipping instructions provided in the purchase order. Where Buyer provides no instructions for the method of shipment, the Seller may use its own discretion.
4. Seller will schedule delivery in accordance with its standard lead time, unless Seller agrees in writing to a separate delivery date. Seller reserves the right to make partial shipments against the total purchase order requirements and deliver in advance of the scheduled delivery date whenever possible.
5. Buyer's acceptance of late deliveries shall constitute a bar to claim of late delivery.
6. Direct shipments from manufacturer to Buyer are not permitted.
7. Buyer understands Seller is a distributor and is wholly dependent on the manufacturer for on-time delivery of Parts. Seller shall not be liable for any delay in manufacturing of Seller's Parts. Buyer shall not have the right to hold Seller responsible for any proximate, incidental, consequent or any other damages resulting from Seller's failure to deliver within the agreed upon delivery dates and Buyer hereby waives its rights to such damages.
8. Title and risk of loss shall pass to Buyer when Seller hands over Parts to the shipper for carriage from Seller's facility or at Seller's dock when delivered directly by Seller.

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PAYMENT

1. Provided Seller's accounting department has granted credit terms to Buyer, Buyer shall pay Seller's invoices within 30 days of their date.
2. Buyer's payment must be made in United States currency.
3. Buyer's payment must be accompanied by remittance detail containing at a minimum Seller's invoice number and amount paid per invoice.
4. Seller reserves the right to correct any inaccurate invoices.
5. Seller may establish credit terms with Buyer by application to Seller's accounting department.
6. If applicable, Seller may evaluate Buyer's credit terms at any time. If Seller determines, in its sole discretion, that Buyer fails to qualify for credit terms at any time, then Seller may, without notice to Buyer, modify or withdraw credit terms including, but not limited to, requiring advance payment, letters of credit, guarantees or other security.
7. If Buyer is delinquent in its payment obligations to Seller, Seller may at its option:
 - a. Be relieved of its obligations with respect to guarantees, including but without limitation, turnaround times and delivery lead times.
 - b. Refuse to process any credit to which Buyer may be entitled.
 - c. Set off any credit or sum owed by Seller to Buyer against any undisputed amount owed by Buyer to Seller.
 - d. Withhold future deliveries to Buyer.
 - e. Declare Buyer's performance in breach and terminate the purchase order.
 - f. Repossess Parts for which payment has not been made.
 - g. Make future deliveries on a cash-with-order or cash-in-advance basis.
 - h. Charge interest on delinquent amounts at a rate of 1.25% per month or the maximum rate permitted by law, if lower, for each month or part thereof.
 - i. Charge storage or inventory carrying fees on Parts.
 - j. Recover all costs of collection including, without limitation, reasonable attorneys' fees.
 - k. If Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing.
 - l. Combine any of the above rights and remedies as may be permitted by applicable law.
 - m. The above remedies are in addition to all other remedies available at law or equity.
8. If Buyer disputes Seller's invoice, or any portion thereof, Buyer will so notify Seller within ten (10) working days of the date of Seller's invoice. Buyer's failure to provide notification within said period shall be deemed acceptance of Seller's invoice by Buyer. The parties will use all reasonable efforts to resolve invoice disputes expeditiously. Notwithstanding any invoice disputes, Buyer shall promptly remit payment for invoices, or portions thereof, not in dispute.

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PURCHASE ORDER TERMINATION/CANCELLATION/CHANGES

1. Buyer may cancel a purchase order, in whole or in part, only in the event of a default by Seller that has not been corrected within ninety (90) days following Seller's receipt of Buyer's written notice stating the nature of Seller's default and the corrective action requested. As noted previously, cancellation of a Purchase order is not permitted due to late delivery of Parts from the manufacturer.
2. Any other changes to a purchase order, including but not limited to, specification, price, delivery time or interchangeability of any Part can only be made by a change order signed by the authorized representatives of Buyer and Seller. Such change order shall include:
 - a. The reason for change.
 - b. A description of change.
 - c. The effect on the specification, price, delivery time and/or interchangeability of the Part.
 - d. The effective date of the change.
3. Seller will review all Part specification changes requested by Buyer and will promptly advise Buyer whether such a change is feasible and, if so, the effect on unit price and delivery schedule.

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WARRANTY

"Nonconformance" means a failure of Part to comply with then-current governmental requirements or the applicable specifications of the respective manufacturers or, a Part having defects in workmanship or material.

1. Seller warrants to Buyer that Parts are free from Nonconformance at the time of delivery.
2. Buyer must notify Seller of any Nonconformance in writing within ten (10) calendar days of delivery of any Parts suffering from Nonconformance.
3. Seller's only obligation and Buyer's sole remedy under this warranty is, at Seller's option:
 - a. Refund of the purchase price of the Part with the Nonconformance.
 - b. Or, replacement of the Part with the Nonconformance.
 - c. Seller will pay reasonable transportation costs for warranty returns in an amount not to exceed normal ground shipping charges.
 - d. Buyer must disposition warranty return Parts in accordance with Seller's written instructions.
4. Following delivery to Buyer, Seller is not liable under this warranty for any Nonconformance resulting from a Part having been exposed or subjected to:
 - a. Any alteration, modification, maintenance, repair, installation, handling, transportation, storage, operation or use, that is improper.
 - b. Or, any accident, contamination, abuse neglect or negligence.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THESE WARRANTIES WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

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INDEMNITY

Buyer shall defend, indemnify and hold harmless seller, its affiliates and subsidiaries and their directors, officers, employees and agents from and against all claims, suits, damage, loss, liability, cost or expense (including, without limitation, reasonable attorney's fees and expenses) resulting from, arising out of, or relating to, directly or indirectly, these conditions of sale, Buyer's activities or contractual relationships with third parties with respect to these conditions of sale, or the installation, operation, use, maintenance, repair or modification of Parts, other than such claims as arise from the gross negligence or willful misconduct of Seller.

EXCUSABLE DELAYS

Seller will not be liable to Buyer for any failure to meet its obligations due to any cause beyond Seller's reasonable control and not occasioned by its fault or negligence (an "*Excusable Delay*").

Excusable Delay events may include but are not limited to:

1. Delays or refusals to grant an export license or the suspension or revocation thereof.
2. Any other acts of any government that would limit the ability for contract performance.
3. Fires, earthquakes, floods, severe weather conditions, or any other acts of God.
4. Quarantines or regional medical crisis.
5. Labor strikes or lockouts.
6. Riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property).
7. Shortages or inability to obtain materials or components.

If an Excusable Delay event causes a Seller delay, then the date of Seller's performance will be extended by the period of such delay or Seller may cancel Buyer's order with respect to such delayed parts.

NOTICES

Notices or non-routine communications between parties, other than purchase orders, will be in writing, sent by prepaid overnight courier service and shall be effective upon receipt by the party to which notice is given. Notices shall be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time:

1. If to the Seller, the address indicated on Seller's quotation or the applicable Seller facility to which the purchase order was sent.
2. If to the Buyer, the address on the Buyer's purchase order.

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WAIVER

The failure or delay of Seller to enforce any of the provisions of these conditions of sale shall not be construed to be a continuing waiver of any provision hereunder, nor shall any such failure prejudice the right of Seller to take any action in the future to enforce any provisions hereunder.

LIMITATION OF LIABILITY

ALL LIABILITY OF SELLER IS PRECLUDED UNLESS SELLER IS LIABLE BECAUSE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

NOTWITHSTANDING ANYTHING IN THESE CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THESE CONDITIONS OF SALE AND THE TRANSACTIONS ARISING OUT OF BUYER'S PURCHASE ORDER IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC PART OR SERVICE THAT GIVE RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THESE CONDITIONS OF SALE.

NOTWITHSTANDING THE PROVISIONS OF ANY APPLICABLE LIMITATIONS ACT OR OTHER STATUTE, IN NO EVENT SHALL BUYER COMMENCE ANY ACTION ARISING OUT OF THE PURCHASE ORDER OR THE CONTRACT BETWEEN THE PARTIES LATER THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

SETOFF

Buyer will not set off any amount, whether or not liquidated, against sums Buyer asserts are due to Buyer, Buyer's parent, subsidiaries, affiliates or other divisions or units under any transaction with Seller, Seller's parent, subsidiaries, affiliates or other divisions or units, whether under these conditions of sale or otherwise.

SURVIVAL

All provisions of these conditions of sale which by their nature should apply beyond completion of Buyer's order will remain in force after the expiration or any termination of these conditions of sale.

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SEVERABILITY

If any provisions of these conditions of sale are at any time held to be invalid or unenforceable, such provisions shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the provisions which shall remain in full force and effect and, in lieu of the invalid or unenforceable provisions, there will be added as part of these conditions of sale one or more provisions as similar in terms as may be valid and enforceable under applicable law.

THIRD PARTY BENEFICIARIES

Except as expressly provided to the contrary in these conditions of sale, the provisions of these conditions of sale are for the benefit of the parties hereto and not for the benefit of any third party.

INDEPENDENT CONTRACTOR

The parties acknowledge they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these conditions of sale. Neither party has the right to bind or obligate the other.

HEADINGS AND BULLETS

Headings and captions are for the convenience of reference only and do not alter the meaning or interpretation of these conditions of sale.

Bullets are for the convenience of reference only and do not alter the meaning or interpretation of these conditions of sale. Similarly, a numeric bullet does not indicate a ranking, primary vs. secondary, order of preference or importance.

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(Last Updated 04/15/2020)

APPLICABILITY

Unless a separately negotiated contract is executed and current between the parties cited on the procuring party's purchase order, the following conditions of sale apply to any purchase order of parts and/or services ("Part(s)") requested by MGG Aerospace Company dba Inter-First Company ("Buyer") and offered for sale by selling party ("Supplier").

PURCHASE ORDERS

1. Supplier is not obligated to sell Parts to Buyer. Buyer is not obligated to buy parts from Supplier.
2. Buyer's purchase order will include:
 - a. Buyer's purchase order number and Supplier's quotation number, if applicable.
 - b. Supplier's part number or applicable specification and general description of part.
 - c. Requested delivery date.
 - d. Price and quantity.
 - e. Location to ship the part and location to send invoice for payment.
 - f. Buyer's carrier and mode of transportation plus any special routing, packaging, labeling, handling and/or insurance requested, if applicable.
3. Unless specifically stated on the purchase order, all paperwork (traceability, manufacturer and distributor certificates of conformance, test results, processing, etc.) is required for the Part(s).
4. Supplier acknowledges Buyer is a distributor of Parts and Buyer is purchasing Parts for third parties to the specifications Buyer provides to Supplier. Buyer acknowledges Supplier may also be a distributor of Parts and utilize sub-tier suppliers, where accurate communication of Buyer's requirements is a necessary requirement of Supplier to sub-tier suppliers.

PRICES

All prices are quoted in United States currency.

DOMESTIC MANUFACTURE

Unless otherwise specified on the purchase order, the Part(s) must be manufactured in the USA.

FLOW-DOWN OF REQUIREMENTS

The Supplier shall flow down the requirements of this purchase order to sub-tier suppliers and special processors. Suppliers are required to notify Buyer of changes in Part(s) or process, changes in sub-tier suppliers, changes of Supplier's facility location and when required obtain approval from Buyer.

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TRACEABILITY

Lot traceability is required for the Part(s) on this purchase order. A unique lot/control number, assigned by the manufacturer to the production lot that is traceable to all raw materials, processing and testing results, is mandatory. Comingled lots will be rejected.

SINGLE LOT

Supplier shall provide a single manufacturer's lot for each line item on the Buyer's purchase order. Exceptions must be approved by the Buyer before shipment. Receipt of multiple lots may be rejected.

CUSTOMER DESIGNATED OR APPROVED EXTERNAL PROVIDERS

If applicable, the Supplier shall use customer designated or approved external providers of Part(s), including process sources.

SHELF-LIFE SENSITIVE MATERIAL

Supplier shall ensure all shelf-life sensitive material is delivered to Buyer with a minimum of 85% of shelf-life remaining. Cure date and expiration date must be stated on documentation provided with shipment.

CERTIFICATE OF CONFORMANCE

Supplier shall provide Certificate of Conformance (C-of-C) with each shipment of Parts on the Buyer's purchase order as follows:

1. Manufacturer's C-of-C stating the Part(s) meets all drawing, specification and purchase order requirements. The C-of-C shall reflect the Part(s) listed on the Buyer's purchase order, the production lot numbers and shall be signed by an authorized supplier representative of the manufacture.
2. Distributors shall also provide their own C-of-C in addition to the manufacturer's C-of-C.

HANDLING, PRESERVATION AND PACKAGING

Supplier shall ensure the Part(s) are protected from damage during production, inspection, packing and shipping operations. Part(s) found to be damaged upon receipt by Buyer shall be subject to rejection.

SHIPPING TOLERANCE

Supplier shall ship the quantities of Parts requested by Buyer within the quantity tolerance of $\pm 0\%$. Any deviation from this tolerance must be approved by Buyer in writing before Supplier may ship Parts.

FASTENER THREAD AND SHANK PROTECTION

Supplier shall ensure all externally threaded fasteners 3/8" in diameter or larger have the full length of the threads and shank protected from handling damage by covering these areas with plastic sleeves. The sleeves shall be appropriately sized so as not to fall off during normal handling. Alternatively, the entire fastener can be covered with protective webbing.

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QUALITY MANAGEMENT SYSTEM

The Supplier shall as a minimum maintain a quality management system certified to applicable ISO 9001 series and/or AS9100 series quality standards or maintain a quality management system which complies with industry standards and specifications which is appropriate to the Parts.

INSPECTION AND TESTING

The Supplier shall perform all inspections and tests as required by the drawing and procurement specifications before delivery to Buyer.

SUPPLIER PERSONNEL

The Supplier shall ensure all personnel assigned to perform the services required for the Part(s) ordered on the purchase order are capable, skilled, qualified and competent. Further, the Supplier shall ensure all personnel are aware of their contribution to product conformity, product safety and the importance of ethical behavior.

NONCONFORMING PARTS NOTIFICATION

“Nonconformance” means a failure of Part to comply with then-current governmental requirements or the applicable specifications of the respective manufacturers or, a Part having defects in workmanship or material.

If a Nonconformance is discovered before shipment that does not affect form, fit or function, the Supplier may request a waiver in writing with the following details:

1. Nonconformance details.
2. Explanation to satisfy form, fit and function.
3. Explanation for need of waiver.

If a Nonconformance is discovered after shipment, the Supplier is required to notify Buyer in writing with 48 hours with the following information:

1. Nonconformance details.
2. Proposed action to be taken.

PREVENTION OF SUSPECTED UNAPPROVED, UNAPPROVED AND COUNTERFEIT PARTS

Supplier shall have in place a process to prevent the shipping of suspected unapproved, unapproved and counterfeit parts.

Supplier shall immediately notify in writing Buyer if Supplier becomes aware delivered Part(s) is unapproved or counterfeit. Supplier shall provide all pertinent facts.

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FOREIGN OBJECT DEBRIS OR DAMAGE (FOD)

Supplier shall have in place a FOD Prevention Program that provides for the detection, removal and reporting of foreign object debris or damage. The process shall include provisions for customer notification, internal audits and training of personnel and shall contain all necessary provisions of NAS412 as determined by the Supplier's Quality Assurance and Engineering functions.

MERCURY AND MERCURY COMPOUNDS

Supplier shall ensure the Part(s) supplied to Buyer did not contact mercury or mercury compounds during manufacturing, processing and handling.

CONFLICT MINERALS

Supplier must comply with the requirements of the Dodd Frank Act on Conflict Minerals. Supplier shall notify in writing Buyer if Supplier becomes aware or suspects delivered Part(s) contains minerals identified in the Dodd Frank Act from specified conflict regions.

RIGHT OF ACCESS

Buyer, Buyer's customers and regulatory authorities reserve the right of access to the Supplier's facility for the purpose of audit and inspection. Should this become necessary, Buyer will provide Supplier with reasonable notice in writing prior to visitation.

RECORD RETENTION

Supplier shall retain Part inspection records, test reports and other documentation indicating conformance to Buyer's purchase order for a minimum of ten (10) years from date of shipment.

NOTICES

Notices or non-routine communications between parties, other than purchase orders, will be in writing, sent by prepaid overnight courier service and shall be effective upon receipt by the party to which notice is given. Notices shall be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time:

1. If to the Supplier, the address indicated on Supplier's quotation or the applicable Supplier facility to which the purchase order was sent.
2. If to the Buyer, the address on the Buyer's purchase order.

HEADINGS AND BULLETS

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