

**TIMKEN AEROSPACE AFTERMARKET SOLUTIONS**  
**Timken Alcor Aerospace Technologies ("Timken")**

**Standard Terms and Conditions**

1. **TERMS** – The terms by which we agree to provide services or provide parts to our customers are based exclusively on these terms and conditions. Any change in these terms must be in a writing signed by an officer or authorized agent of Timken. We expressly reject and will not accept any other terms, including any terms on any purchase orders.
2. **IDENTIFICATION** – Unless otherwise directed by you, we will show your order number, together with appropriate information identifying our shipment, on our invoice, shipping container or tag, and other accompanying documents.
3. **SHIPPING TERMS** – (a) Domestic shipments are F.O.B. our facility, freight collect, unless otherwise agreed. (b) Export – Ocean shipments are Ex Ship Port of Entry and overland shipments are F.O.B. destination unless otherwise agreed.
4. **RETENTION OF TITLE** – (a) Domestic shipments – The ownership, legal title and right of possession and control over the product and risk of loss or damage to the product shall pass to you at the F.O.B. point specified in Paragraph 3. (b) Export – The ownership, legal title, and the right of possession and control over the product and risk of loss or damage to the product will remain with Timken until the shipment reaches the Port of Entry if an ocean shipment, or until the destination or other F.O.B. point specified on the sales invoice if an overland shipment.
5. **DELAYS** – In the event of interference with or interruption of our business due to causes beyond our control, such as, but not limited to, strikes, differences with workers, fires, floods, accidents, scarcity of labor, materials or fuel, transportation difficulties, war, whether in this country or abroad, governmental regulations, orders or proclamations, laws, acts of public enemies, mobs or rioters, or acts of God, or in the event of interference with or interruption of your business due to any of such causes, deliveries hereunder may be suspended or partially suspended, as the case may be, during the continuance of such interruption.
6. **LIMITED WARRANTY** – We expressly warrant, for a period of one year from the date of shipment, that the parts or products sold by Timken will be free of defects in material or workmanship according to our standards of manufacture, overhaul, repair, and inspection at the time said products were installed, manufactured, overhauled, repaired, or used in any equipment overhaul. We further expressly warrant, for a period of one year from the date of completion of our services, that our overhaul and repair services will be performed in a workmanlike manner and in accordance with accepted industry standards. These limited warranties are provided to our customers IN LIEU OF any other warranties, express or implied, including any implied warranties of MERCHANTABILITY or fitness for a particular purpose.
7. **LIMITATION OF LIABILITY** – Our customer's exclusive remedy for any breach of the foregoing limited warranty shall be the repair or replacement of any defective or non-conforming products, providing replacement services, or the extension of credit to our customer, at our option. We reserve the right to require the return of any product claimed to be defective for examination and evaluation in order to determine whether it is in compliance with our limited warranty. We expressly reject and do not accept any other liability, whether based on contract, tort, express or implied warranty, negligence or strict liability upon which damages may be claimed. We shall not be liable for any of the following whether due to our negligence or to any defect in our product or workmanship: (a) the cost of removing or replacing products, or of any other work performed on products or services supplied by us; (b) any damage to, or any of the costs of making adjustments to or repairs upon any mechanisms, equipment or machinery in which the products were installed; (c) any other expense, loss or damages claimed to be caused by a defect in product or services. We shall not be, under any circumstances, liable for loss of profits, or incidental or consequential damages.
8. **CANCELLATION** – Should you desire to cancel an order placed with us, after being so advised we shall discuss the matter promptly with you and if possible make a mutually satisfactory contract for cancellation. If such an agreement cannot be reached, you shall give us a notice of your desire to proceed with cancellation, such notice to be sent to us by registered mail, addressed to Timken Aerospace (Insert address here). We shall thereupon submit a statement to you of the amount of material that was completed and ready for shipment, the amount of material partially completed or purchased for use in the performance of your order, whether actually in the process of manufacture, and the scrap or other value of all finished and unfinished material, all as of the time of receiving your said notice.

Within thirty days from the receipt of such statement from us, you will notify us of your desired disposition of all completed material, and will pay us (a) for all material completed and ready for shipment at the contract price; and (b) for all unfinished material at cost, including all sales and administrative overhead and profit in proportion to the state of completion of the product at the time of the termination of your order provided, however, that you will be credited with the scrap or other value of all unfinished material and of any finished material which you direct us to retain. Title to and possession of all unfinished material shall remain with Timken Aerospace.