

Supplemental Terms and Conditions of Sale

1. Applicability.

(a) These Supplemental Terms and Conditions of Sale shall constitute the “Supplemental Seller T&Cs” under and as defined in the Master Terms and Conditions of Sale (the “Master T&Cs”), which shall apply to all sales of Goods and Services (each as defined in the Master T&Cs) by Dornier Products LLC (“Seller”). Unless otherwise defined in these Supplemental Seller T&Cs, capitalized terms used in these Supplemental Seller T&Cs shall have the respective meanings assigned to them in the Master T&Cs.

(b) In the event of a specific, express conflict between or among the provisions of the Sale Document, the Master T&Cs, and these Supplemental Seller T&Cs, such provisions shall prevail according to the following order of priority to the extent (but solely to the extent) of such conflict: (i) *first*, the Sale Document; (ii) *second*, these Supplemental Seller T&Cs; and (iii) *third*, the Master T&Cs. Notwithstanding the foregoing, if (but only if) there exists (and remains in effect) a definitive written contract specifically signed by both Parties which expressly states that it governs the sale of the Goods and/or Services governed by these Supplemental Seller T&Cs, notwithstanding the existence of the Sale Document, these Supplemental Seller T&Cs, and the Master T&Cs, then the terms and conditions set forth in such contract shall prevail to the extent (but solely to the extent) they expressly conflict with such Sale Document, these Supplemental Seller T&Cs, and the Master T&Cs.

2. Section 2 of the Master T&Cs is supplemented with the following: A handling fee will be added to all “prepay and add” shipping orders.

3. Section 9 of the Master T&Cs is supplemented with the following: Subject to the other warranty qualifications, limitations, conditions, and exclusions specified in the Master T&Cs, Seller warrants its repairs of Goods (including parts replaced by Seller as part of the repair) to be free from defects in workmanship and materials for ninety (90) days.
