

# **HELIBLADE**

**INTERNATIONAL, LLC**

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## **Standard Terms and Conditions of Sale**

### ***I. Definitions***

1. "Seller" means Heliblade International, LLC, DBA Aviation Blade Services, Inc. West / ABS West.
2. "Customer" means the legal person or entity purchasing goods or services from Seller.
3. "Product" means each and every part, component, service or other item purchased from Seller by Customer.
4. "Goods" means materials, equipment, product, parts, supplies, software, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, a Contract, and where the context requires such services as are necessary and incidental to the delivery of Goods under any Contract.
5. "Data" means all financial/business information, designs, dimensions, specifications, drawings, patterns, know how, or other information concerning methods, manufacturing processes, equipment, gauges and tools used in the design and manufacture of goods. Data may be recorded in a written or printed document, computer or electronically stored, software, or any other tangible form of expression.
6. "Order" means the contractual instrument whereby Buyer procures Products or Services from Seller.
7. "Proprietary Information" means all Data that is identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking or stamp identifying the Data as Proprietary to the party disclosing the information, and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14.
8. "Proprietary Information and materials" means all:
  - (i) confidential, proprietary and/or trade secret information;
  - (ii) tangible items and software containing, conveying, or embodying such information; and (iii) tooling identified as subject to this definition that is obtained, directly or indirectly, from the other in connection with the Contract or other agreement referencing the Contract, including Buyer's contract with its customer,
9. "Services" means any effort performed by Seller necessary or incidental to the delivery of Goods, including design, engineering, installation, repair or overhaul.

## **II. Acceptance of Terms**

Customer's placement of an order with Seller, acceptance of any Product, or payment with respect to a Product shall constitute Customer's full and final acknowledgment and acceptance of these Terms and Conditions. Any terms and conditions by Customer in a purchase order or otherwise will not add to, modify, or replace these Terms and Conditions, in whole or in part, and Seller hereby rejects any such additions, modifications, or replacements.

## **III. Quote Validity**

Unless otherwise noted on the face of a quote, a quote for production or goods or service provided by Seller is valid for thirty (30) days from the date of the quote.

1. All prices are subject to change without notice. Invoice prices will be Seller's price in effect at time of shipment.
2. All prices are F.O.B. (Incoterms 2010) Seller plant point of shipment. All expenses and costs related to shipment of the Product, as well as title and risk of loss during shipment, shall pass to Customer upon Seller's delivery to carrier at point of shipment. Customer is responsible for securing transit insurance if desired. Customer is responsible for the payment of any and all taxes levied or required to be withheld by Customer's tax jurisdiction and Customer will not withhold any portion of payment for possible taxes or withholdings.
3. All prices do not include sales and excise, VAT or other taxes of any kind. Any applicable taxes will be invoiced from Seller to Customer unless an appropriate tax exemption certificate is provided by Customer.
4. All amounts due are payable in U.S. Dollars.
5. Seller will use commercially reasonable efforts to preserve and return any extraneous part or component left on a unit sent to Seller for overhaul that is not part of the overhaul, but in no event will Seller be responsible if such part or component is lost or damaged. Any costs or expenses related to such preservation or return, including, without limitation, packaging and shipping costs, shall be the responsibility of Customer and will be paid to Seller by Customer within five (5) business days of issuance of an invoice for same by Seller.
6. Customer shall be responsible to inspect the Product and to notify Seller of any nonconformance or defect within 5 business days of receipt. If Customer fails to notify Seller of any nonconformance or defect within this 5 day period, Customer shall be deemed to have accepted the Product.

## **IV. Credit Approval and Payment**

1. Standard payment terms for domestic shipments are net thirty (30) calendar days from the date of Seller's invoice, subject to credit approval. Standard payment terms for foreign shipments are either credit card or bank wire transfer prior to shipment. When credit approval is not sought or given, standard payment terms are credit card (Visa, MasterCard, American Express), wire transfer (received by our bank prior to shipment), or C.O.D.
2. Credit terms, shipments and performance of work are subject to the approval of Seller's credit department.

3. Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue shipments until past due obligations have been paid.
4. Invoices not paid in full by the due date will accrue finance charges on all outstanding balances, at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate allowed by applicable law.
5. Customer is liable to Seller for any and all expenses incurred in the collection of unpaid balances, however accrued, including, but not limited to, attorney's fees, filing fees, and court costs.
6. In the event of past-due amounts, Customer agrees that a mechanic's lien shall arise and exist with respect to the applicable Product to the extent of Customer's unpaid balance with Seller.
7. If the customer fails to provide instructions for the return of their property 90 days after a quote is not accepted, the property will be deemed abandoned. After a period of six months, during which attempts to contact the customer have been unsuccessful, the property will no longer be held or stored. It is essential for customers to promptly communicate their intentions regarding the property to avoid abandonment.
8. Customer agrees to accept service by certified mail to their last known address or to the last location shipment was directed.
9. Payment by credit cards for invoices above \$2,000.00 will be assessed a fee of 3%.
10. Buyer is expressly prohibited from and shall not deduct or offset invoiced amounts or any portion thereof against sums that are due or may be due from Seller to Buyer, its parent, affiliates, subsidiaries, or other divisions or units.

**V. Export**

Customer represents, warrants, and covenants that the Product will not be exported, re-exported, or transferred outside the United States or to any foreign persons unless under full compliance with any law or directive of the United States or the United Nations Security Council, including without limitation, the Trading With the Enemy Act, 50 Section 2401 et seq.; the Export Administration Regulations, 15 C.F.R. Section 768 et seq.; the Arms Export Control Act of 1976, 22 U.S.C. Section 2751 et seq.; and the International Traffic in Arms Regulations, 22 C.F.R. 120-128 and 130, as same may be amended, modified, or replaced; nor shall Customer violate or permit the violation of such laws. Customer further represents, warrants, and covenants that any necessary United States Government export license or other authorization has or will be obtained prior to delivery by Seller. Customer acknowledges that exporting, re-exporting, or transferring the Product to foreign persons is subject to the above regulations regardless if the export occurs in the United States or abroad. Customer shall indemnify and hold Seller harmless to the full extent of any claims, demands, losses, damages, cost (including attorney's fees), lost profits, fines, penalties, and all other expenses arising from the Customer's failure to comply with the requirements of this paragraph.

## **VI. *Export Licenses***

For all international shipments, unless otherwise instructed by the Buyer, the Seller will obtain and invoice Buyer for any and all export licenses necessary to ship these Goods from the United States Government Department of State or Department of Commerce, if so required under the applicable U.S. Government export control regulations. Seller and Buyer specifically acknowledge that Seller's ability to obtain an export license is conditioned upon the ability of Seller and Buyer to conform to the laws and regulations of the U.S. Government and its various cognizant departments regarding the sale of the Goods or services to Buyer. Buyer agrees to provide any documentation to Seller required to obtain an export license. Buyer understands that Seller is legally responsible for violations of U.S. export law; therefore, Buyer agrees that Buyer will, upon demand by Seller, make Seller whole as a result of any fines, penalties, or forfeitures resulting from errors or omissions of any freight forwarder not recommended or approved by Seller. Any technical data or defense service exported from the United States under these Terms and Conditions and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a person in a third country or to a national of a third country except as specifically authorized by the United States Department of State unless the prior written approval of that agency of the U. S. Government has been obtained, and this obligation shall remain binding on the Buyer and survive the term of delivery of any Goods or property from Seller. For all domestic shipments, the Buyer assumes all responsibility for any subsequent export of the Goods and shall indemnify Seller against any and all losses, liabilities, damages, costs, penalties, fines, civil or criminal or expenses arising from the improper or unauthorized export of Goods shipped following any purchase or sales made under this Agreement by Buyer or Buyer's customer, and Buyer by acceptance of these terms and conditions of sale, certifies that, if receiving defense articles, Buyer is legally registered with the Directorate of Defense Trade Controls and therefore eligible to handle such Goods.

## **VII. *Import Licenses***

With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the Products hereunder, Buyer shall be solely responsible for obtaining and complying with any and all import licenses or other authorizations which may be required for importing the Products.

## **VIII. *U.S. Government Flow-Down***

Seller accepts only the flow-down of those government purchasing regulations (FAR, DFAR, etc.) made known to and accepted by Seller at time of price quotation. If a purchase or sale of Goods or Services rendered to Goods under a purchase order requires compliance with any regulations not made previously known to and accepted by Seller, Seller reserves the right to re-price the Goods and/or Services or cancel the applicable purchase order without any further liability.

## **IX. *Core Exchange Policy***

1. Returned cores must be in repairable condition and must be the same part number, dash number and mod status as the Product being purchased. Any deviation to the above must be first approved by Seller in writing.
2. Customer is responsible for all shipping charges, any customs duties and other similar costs when returning the core to Seller. All cores will be returned by Customer D.D.P. (Incoterms 2010) Seller's designated location.

3. The core will not be accepted by Seller without a material certification and **full traceability**. Customer will be notified in the event that Seller receives a core without proper certification. Customer will be given two (2) business days to provide proper paperwork. If the certification is not received, the core will be returned to Customer and Customer will be billed for the outright sale price of the relevant Product plus any other applicable charges. Full traceability is defined as: (a) non-incident and non-accident statement (part was not removed from an incident or accident related aircraft and has not been subjected to fire, extreme heat, extreme stress or corrosion); (b) statement that the part was not obtained from any government or military source; (c) documentation to fully trace the part to an FAA 121, 129, or OEM; (d) a Last Operator tag containing off aircraft tail number, times and cycles since new, times and cycles since overhaul, "Reason for Removal" and packing list; and (e) full traceability and records from the original manufacturer for "Life Limited" parts.
4. Cores must be returned within 60 days from date of shipment of Product. Cores not returned within this allotted time will be subject to an additional charge of 1% of the outright sales price for the relevant Product per day from shipment date of the Product to the date of Seller's receipt of the core, payable immediately. Seller reserves the right to not accept a core returned after the allotted time, and in such an event, shall charge Customer the outright sales price for the relevant Product plus all other applicable charges.
5. In the event that Customer's core is determined to be beyond economic repair (BER) or unrepairable for any reason, Seller, at its discretion, may allow Customer to submit one (1) additional replacement core, which must be delivered within ten (10) days of the written notice from Seller to Customer. The replacement core is subject to Seller's review, acceptance and all other provisions of these General Terms and Conditions.
6. All cores shall be clear of all liens and encumbrances and Customer shall ensure that the ownership title of the core shall pass free and clear upon execution of an exchange transaction. Customer will take all further actions reasonably requested by Seller to document the transfer of title to Seller and confirm clear title.
7. Unless otherwise stated, all amounts due from Customer under this Section VI shall be due and payable in U.S. Dollars within five (5) business days after Seller's issuance of the relevant invoice.

**X. Limited Warranty Policy**

Seller warrants that the Product shall be free from defects in material and workmanship under normal use and service for the earlier of the periods specified for the relevant Product in the schedule below, or upon the installation of the Product on an aircraft. The foregoing warranty is limited to work performed or Products manufactured by Seller, and Seller will cooperate with Customer to assign any manufacturer's warranty to Customer for any Product not manufactured by Seller, but in no event shall Seller be liable for any failure of the manufacturer to assign such warranties. The limited warranty of Seller hereunder shall be void to the extent that a Product has been disassembled, repaired, or altered outside of Seller's place of business (unless prior written authorization was granted by Seller) or if the Product is subject to misuse, accident, or improper installation, or operated or maintained outside of the manufacturer's specifications.

<b>6 Months / 250 Hours</b>	<b>12 Months / 500 Hours</b>	<b>12 months / 1,000 Hours</b>	<b>3 years / 1,500 Hours</b>
Blower Motors	Air Reservoirs	Governors	Landing Gear Assemblies
Brake Assemblies	Blow Down Bottles	Propellers	
Cabin Comfort Controls	Elevator Tab Actuators	Rotor Blade	
Emergency Lights & Power Supplies	Fire Extinguishers	Rotorcraft Dynamic	
Fire Test Panels	Flap Actuators	Components	

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Flap Motors & Gearboxes	Landing Gear Actuators
Flight Controls	Landing Gear Gearboxes
Hydraulic Power Packs	Main Gear Drag Braces
Landing Gear Motors	Nose Gear Drag Braces
Landing Lights	Oxygen Bottles
Rotating Beacons	Oxygen Regulators
Strobe Lights, Power Supplies & Timers	Reduction Units
Tach Generators	Wheels
Voltage Regulators	Shimmy Dampers
Transponders	
Interrogators	
Receivers/Transmitters	
Antennas	
Test Sets (i.e. Radar, Radio, Flight control)	
Altitude Warning Sets	
All Other not noted	

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The foregoing warranty shall only apply if all of the following conditions are met:

1. The Product subject to the warranty claim, along with all information reasonably requested by Seller, has been returned to Seller as soon as reasonably possible and no later than thirty (30) calendar days of Product failure date, at Customer's sole risk and cost. Products must be returned in "as removed condition," D.D.P. (Incoterms 2010) to Seller's designated location and must be accompanied by a Return Materials Authorization ("RMA") requested by Customer and issued by Seller in advance.
2. No substitute parts shall have been installed in the Product without prior written authorization from Seller.
3. The Product shall not have been disassembled, repaired, or altered outside of Seller's place of business without prior written authorization from Seller.
4. The Product shall not have been subject to misuse, accident, or improper installation unless proof is submitted to the satisfaction of Seller, and Seller determines in its reasonable discretion, that such abuse was not a cause for the claimed defect.

**XI. Returns**

Non-Warranty returns will be granted, if at all, in Seller's sole and absolute discretion. Customer must request the consent of Seller in advance for any such returns, and the returned Product must be accompanied by an RMA issued in advance by Seller. Products returned to Seller must be unused and in the condition shipped by Seller with all documentation included with the original shipment, and shall be returned D.D.P. (Incoterms 2010) Seller's designated location. Any returns will be subject to a restocking fee as determined by Seller in its sole discretion.

**XII. Confidential Information and Property**

Buyer shall keep confidential, and otherwise protect from disclosure, all data and information, regardless of form, including, but not limited to, drawings, specifications, plans, samples and property obtained from Seller in connection with the order. Buyer shall not disclose any such information relating to the order to any person not authorized by Seller. Buyer shall use the information and property supplied by Seller only in the performance of the order. Nothing contained herein shall grant Buyer any ownership in or rights to any such information or property furnished, except as otherwise specifically agreed to in writing. In the event of a conflict between the terms of this provision and a separate applicable Non-Disclosure Agreement (NDA) between Buyer and Seller, the terms of the NDA shall control.

**XIII. *Applicable Law/Exclusive Venue***

These terms and conditions shall be governed and construed in accordance with the laws of the state of California. The sole and exclusive venue for any actions arising from or relating to purchase and sale of a Product or these Terms and Conditions shall be the appropriate state or federal court located in Shasta County, California and both parties hereby submit to the exclusive jurisdiction of same. Seller may file suit in any jurisdiction it deems reasonably necessary to enforce its rights hereunder or collect any judgment against Customer and Customer hereby agrees to submit to the jurisdiction of any such court.

**XIV. *Limitations, Exclusions, and Indemnity***

1. THE SOLE RESPONSIBILITY AND LIABILITY OF SELLER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM, EXPENSE, DAMAGE, LIABILITY, OR COST ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY SALE OF A PRODUCT TO CUSTOMER, THE PERFORMANCE OR BREACH OF ANY CONDITION OR WARRANTY BY SELLER HEREUNDER, OR FROM THE MANUFACTURE, DELIVERY, OR USE OF THE PRODUCT BY CUSTOMER OR ANY THIRD PARTY SHALL BE THE REPAIR OF, OR REPLACEMENT OF, OR CREDIT FOR THE DEFECTIVE PRODUCT AT SELLER'S OPTION. FOR THE AVOIDANCE OF DOUBT, THE CEILING LIMIT OF SELLER'S LIABILITY TO CUSTOMER IN CONNECTION WITH OR ARISING FROM SALE OF A PRODUCT OR CUSTOMER'S USE OF A PRODUCT SHALL, IN ANY EVENT OR CIRCUMSTANCE, BE THE PRICE PAID BY CUSTOMER FOR THE RELEVANT PRODUCT.
2. IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR LOST PROFITS DAMAGES OR EXPENSES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO, COSTS OF REMOVAL AND REPLACEMENT OF THE PRODUCT(S), LOSS OF PROFIT, GOODWILL, OR REVENUES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, DOWN TIME, OR COSTS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES OR EXPENSES.
3. THE LIMITED WARRANTY OF SELLER DESCRIBED IN SECTION XI OF THESE TERMS AND CONDITIONS IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL IMPLIED, OR STATUTORY. SELLER MAKES NO GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, OR USAGE OF TRADE OTHER THAN EXPRESSED IN THESE TERMS AND CONDITIONS AND/OR STATED ON THE FAA 8130-3 FORM PROVIDED WITH THE ARTICLE.
4. SELLER SHALL NOT BE LIABLE TO CUSTOMER FOR, AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS AGAINST, ANY CLAIM FOR EXPENSE (INCLUDING ATTORNEYS' FEES), DAMAGE, LIABILITY, OR COST MADE AGAINST SELLER BY ANY THIRD PARTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY SALE OF A PRODUCT TO CUSTOMER, THE PERFORMANCE OR BREACH OF ANY CONDITION OR WARRANTY BY SELLER HEREUNDER, OR FROM THE MANUFACTURE, DELIVERY, OR USE OF A PRODUCT BY CUSTOMER OR ANY THIRD PARTY, WHETHER BASED UPON A THEORY OF STRICT LIABILITY OR OTHERWISE, AND REGARDLESS AS TO THE ACTUAL OR ALLEGED NEGLIGENCE OF SELLER.

5. THE RIGHTS AND OBLIGATIONS PROVIDED IN THIS SECTION XV, INCLUDING, WITHOUT LIMITATION, THE LIMITS OF SELLER'S LIABILITY AND THE INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS OF CUSTOMER, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS FOR ANY REASON AND SHALL BE BINDING UPON CUSTOMER'S SUCCESSORS AND PERMITTED ASSIGNS.

## **XV. Privacy Policy**

This privacy statement applies to information collected online through our website [turbinerotables.com](http://turbinerotables.com). The terms "we", "our" and "Heliblade International, LLC" refer to First Aviation Services Inc., and any of its affiliates or subsidiaries.

### **1. This Online Privacy Policy Explains**

- What personally identifiable information ABS West collects.
- How ABS West uses the information.
- With whom ABS West may share user information.
- What choices are available to users regarding collection, use and distribution of the information.
- The security procedures to protect the loss, misuse or alteration of information under ABS West control.

### **2. Information Collection and Use Information Collection**

ABS West is the sole owner of the information that is collected on [helibladeintl.com](http://helibladeintl.com) and any sub domain and through the "My Account" feature that users can utilize to create an account with us through the website. ABS West collects information from and about our users in connection with a number of tools and activities.

### **3. Registration**

The use of this website is not limited to registered users. A user may register with the website through the "My Account" feature in order to view order history, order details, etc. During registration, a user is required to give contact information (such as name and email address). We use this information to contact the user about services on our site for which he has expressed interest. Address and contact information will be used to provide service throughout the order and fulfillment process.

### **4. Order**

We request information from the user on our order form. A user must provide contact information (such as name, email, and shipping address) and financial information (such as credit card number, expiration date). Financial information is collected through a payment processor that complies with the PCI Data Security Standard. The information collected in connection with orders is used for billing purposes and to fill customer's orders.

If we have trouble processing an order, the information is used to contact the user.

### **5. Profile**

We store information that we collect through cookies, and log files to create a profile of our users. A profile is stored information that we keep on individual users that details their viewing preferences. This profile is used to tailor a user's visit to our Web site, and to direct pertinent marketing promotions to them. Items from your profile may be shared in aggregate form only.

### **6. Cookies**



A cookie is a piece of data stored on the user's computer tied to information about the user's activity on our Web site. Usage of a cookie is in no way linked to any personally identifiable information while on our site. We use both session ID cookies and persistent cookies. For the session ID cookie, once users close the browser, the cookie simply terminates. A persistent cookie is a small text file stored on the user's hard drive for an extended period of time. Persistent cookies can be removed by following Internet browser help file directions.

### **7. Log Files**

Like most standard Web sites, we use log files. This includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyze trends, administer the site, track users' movement in the aggregate, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information.

### **8. Information Use and Sharing with Trusted Partners**

We do not disclose personal information that can reasonably be traced to an individual, household or business, such as email addresses, physical addresses and financial information to third parties, except trusted partners that help us deliver our products and services. Our trusted partners include our payment processor(s), shipping companies and others we engage to deliver goods and services to our customers. Trusted partners are prohibited from using the personal information we provide to them for any purpose except to provide the goods and services that we have contracted with them to provide.

## ***XVI. Communications From the Site***

### **1. Customer Service**

We communicate with users on a regular basis to provide requested services, and in regard to issues relating to their account to which we reply via email or phone, in accordance with the users' wishes.

### **2. Chat Rooms, Message Boards, and Public Forums**

Please keep in mind that whenever you voluntarily disclose personal information online - for example on message boards, through e-mail, or in chat areas - that information can be collected and used by others. In short, by posting personal information online that is publicly accessible, you may receive unsolicited messages from other parties in return.

### **3. Business Transitions**

In the event ABS West goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, users' personal information will, in most instances, be part of the assets transferred.

### **4. Children's Privacy**

The Services are intended for general audiences and not for children under the age of 13. If we become aware that we have collected 'personal information' (as defined by the United States Children's Online Privacy Protection Act) from children under the age of 13 without legally-valid parental consent, we will take reasonable steps to delete it as soon as possible.

### **5. Data Security**

ABS West as developer and manager of our Web site and customer portal, has taken reasonable steps to safeguard the integrity of its data and prevent unauthorized access to information that is maintained in our computer systems. These measures are designed and intended to prevent corruption of data, block unknown or unauthorized access to our systems and information, ensure the integrity of information that is transmitted between

our customers and ABS West, and to provide reasonable protection of private information that is in our possession. Unfortunately however, there is no way to guarantee that a third-party will not attempt to breach our systems. Recognizing this risk, we take reasonable steps to prevent unauthorized access to, alteration of and/or exfiltration of information from our systems.

**WARNING** -- If security monitoring reveals possible evidence of criminal activity, information pertaining to such activity may be provided to law enforcement officials. Unauthorized attempts to upload information and/or change information on the ABS West website are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sec.1001 and 1030.

#### **6. Disclosure When Required By Law**

Though we make every effort to preserve user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order, or legal process served on us.

The information contained in this policy statement should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided via the ABS West web site and/or customer portal.

#### **7. Notification of Changes**

If we decide to change our privacy policy, we will post those changes to this privacy statement and we will indicate the date of our last update to this Privacy Policy at the time of this page.

### ***XVII. Severability***

If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, for any reason, the remainder shall remain valid in full force and effect.