**SKY CHARGE LTD**

**TERMS AND CONDITIONS**

**1**. **DEFINITIONS**

In this agreement, unless the context requires otherwise:

1.1 “**Sky Charge Ltd”** means company **Sky Charge Limited** having its office at 2637001 Gordon 1-1 Kiryat Motzkin, Israel COMPANY ID 516821204, Registration date 30/07/2023.

1.2 “appropriate authority” means the relevant official, organization or individual responsible for control of quality and design standards.

1.3 “contract” means the agreement arising when any quotation made by **Sky Charge Ltd** is accepted by the Customer, or when the Customer’s order is accepted / acknowledged by **Sky Charge Ltd** under these terms and conditions of sale (“terms and conditions”) in relation to the supply of any goods.

1.4 “Customer” means the person, firm or company purchasing the goods from **Sky Charge Ltd.**

1.5 “goods” means any goods, materials, spares, equipment or any part thereof and/or services ordered by the Customer and supplied by **Sky Charge Ltd** pursuant to this contract.

1.6 “Principal” means the owner or person responsible for any goods as defined above, which have been sold by **Sky Charge Ltd**, and acting on behalf of the principal, to the Customer.

**2.** **APPLICATION AND PRECEDENCE**

2.1 Any quotations supplied by **Sky Charge Ltd** shall remain valid for a period of 30 days from the date of the quotation, unless some other period is specified therein, or unless **Sky Charge Ltd** withdraws the quotation in writing to the Customer.

2.2 These terms and conditions shall apply in respect of all quotations and orders, unless and to the extent that **Sky Charge Ltd** and the Customer have in writing agreed otherwise.

2.3 These terms and conditions form an integral part of the contract and shall take precedence over and exclude any other conditions appearing in any acceptance form, purchase order or other document or letter emanating from the Customer.

2.4 Any special conditions such as “Exchange Agreement” or “Consignment / Purchase

Agreement” or “Loan Agreement” or other relating to an order for the supply of any of the goods under the contract and agreed between **Sky Charge Ltd** and the Customer shall be in writing and acknowledged or signed by **Sky Charge Ltd**, and such special conditions shall be part of these terms and conditions in that order.

**3.** **THE CUSTOMERS ORDER**

3.1 Goods are offered subject to them not having been sold or otherwise unavailable at the date of the contract. **Sky Charge Ltd** reserves the right to make any changes to the specification of the goods which are required to conform with any applicable safety or other statutory requirements in force from time to time and to alter or substitute the goods provided that neither form, fitness nor function are adversely affected thereby and provided that a recognized written proof of such substitution is supplied by Sky Charge Ltd to the Customer.

3.2 The Customer shall be responsible to **Sky Charge Ltd** for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer.

3.3 Cancellations of orders are subject to written approval by Sky Charge Ltd and of payment by the Customer to Sky Charge Ltd of a twenty five (25%) per cent re-stocking fee, and/or any other additional re-stocking fee, whichever applicable, as imposed by any parts manufacturer or distributor or any other third party and of any other applicable charges related to handling, reconditioning, re-certification, freight, duties, licenses, etc.

**4. PRICE**

4.1 Unless otherwise specified the price is for the goods packed for airfreight and made available to the Customer as provided in clause 5.4 or 5.5 below. If so agreed in writing, alternative forms of packaging will be provided and the Customer shall bear all additional expenses associated therewith.

4.2 Any price quoted by **Sky Charge Ltd** will remain open for 30 days from the date of issue, unless otherwise in the quotation some other period is specified or the quotation is withdrawn by **Sky Charge Ltd** prior to acceptance by the Customer, subject however to the prior sale by **Sky Charge Ltd** or its source of supply of the goods in question, in which event the quotation given by **Sky Charge Ltd** will lapse and be void simultaneously with such sale.

4.3 The price is exclusive of all taxes, duties, licenses and freight charges which shall be paid by the Customer. Should **Sky Charge Ltd** be required to pay any such taxes, duties or freight charges on behalf of the Customer, the Customer shall reimburse **Sky Charge Ltd** forthwith upon demand.

4.4 Notwithstanding anything to the contrary, **Sky Charge Ltd** may at its discretion revise the price to take into account any variation in the cost related to labour, materials, fuel, power, packing, handling, crating and transport or any additional costs resulting from any increase in all or any of such costs or resulting from the modification of the goods necessitated by any change in any statutory obligations or any requirements of any appropriate authority or any requirements of the manufacturer, distributor or any other third party prior to delivery . **Sky Charge Ltd** shall notify the Customer of any such revision as soon as is reasonably practicable. The Customer will be required to approve in writing such revised price.

4.5 Where the price for the goods is varied in accordance with clause 4.4, the price as varied shall be binding on both parties and shall not give either party any right of cancellation.

4.6 Quotations in a currency other than United State Dollars are based on the rate of exchange, to which a currency adjustment factor might apply, at the time of quoting and unless otherwise stated, the price may at **Sky Charge Ltd’s** discretion be subject to revision if any different rate of exchange is applicable at the date of invoice.

**5. DELIVERY**

5.1 Subject to the provisions of clause 2.4 hereof, **Sky Charge Ltd** shall give the Customer notice (either written or oral), that the goods (under a specific airway bill or tracking number) have been shipped or are ready for collection on the date specified in such notice (“due date”). Unless expressly provided otherwise, delivery of the goods shall be effected by **Sky Charge Ltd** making the goods available for collection by the Customer or its designated freight forwarding agent or shipped by **Sky Charge Ltd** on the due date in accordance with clauses 5.4 or 5.5 below (“delivery”).

5.2 Each delivery shall be treated as taking place under a separate contract and default or delay by **Sky Charge Ltd** in any single delivery shall not entitle the Customer to repudiate any previous or subsequent contract.

5.3 Unless otherwise specified by **Sky Charge Ltd**, the due date is an estimate only, made in good faith and **Sky Charge Ltd** shall not be liable for the consequences of any delay, whether direct or indirect. Unless expressly otherwise agreed in writing by the parties, time of delivery shall not be of the essence.

5.4. Notwithstanding the foregoing, any claims by the Customer against **Sky Charge Ltd** for incorrect shipment or losses in transit of goods will not be valid unless **Sky Charge Ltd** is notified by the Customer within ten (10) days from the date of shipment, as reflected on the airway bill or the tracking number, to the Customer.

Aerospace outlet or such other place as nominated from time to time by **Sky Charge Ltd** to the Customer, on an “ex-works” (Incoterms) basis, failing which the Customer shall (without prejudice to any other rights which **Sky Charge Ltd** may have), be liable for and shall promptly reimburse **Sky Charge Ltd** for all costs and expenses which **Sky Charge Ltd** may in its absolute discretion incur up to the time of actual collection, including the costs of protection, preservation, storage, insurance, demurrage or any other charges reasonably incurred by **Sky Charge Ltd** in connection with the goods, against payment for which **Sky Charge Ltd** shall be entitled to exercise a right of lien over the goods.

5.5 In the event that **Sky Charge Ltd** and the Customer agree that **Sky Charge Ltd** shall arrange or undertake the carriage, freight, insurance or any other transport costs beyond the point of delivery at any **Sky Charge Ltd’s** premises or at any other places as nominated from time to time by **Sky Charge Ltd**, such costs shall be for the Customer’s account and shall not affect the provisions of the contract as to the passing of risk.

5.6 **Sky Charge Ltd** shall not be in default by reason of failure to perform its obligations if such failure arises by reason of any event beyond **Sky Charge Ltd’s** reasonable control, including but not limited to, Acts of God, war, terrorist attack, fire, flood, labour disputes, strikes, lockouts or other industrial actions, lockouts whether at any of **Sky Charge Ltd’s** premises or the premises of **Sky Charge Ltd’s** suppliers or sub-contractors, shortage of materials or services, detention or holding of the goods by any customs authorities or any national or international airworthiness authority, riots or civil commotion, sabotage, earthquakes and natural disasters, acts, restrictions or measures of any State or governmental authority, or any act or omission of the Customer or of any third party. Without prejudice to clause 5.3 above, and clause 5.7 below if such a situation arises and affects **Sky Charge Ltd’s** performance hereunder, the time for performance of **Sky Charge Ltd’s** obligations shall be extended accordingly and **Sky Charge Ltd** shall take reasonable steps to minimize the effects of any such delay.

5.7 In the event that any failure to deliver or perform by **Sky Charge Ltd** pursuant to clause 5.6 results in a delay of more than ninety (90) days, then **Sky Charge Ltd** shall be entitled to cancel all or part of the agreement by written notice to the Customer without incurring any liability for such cancellation or failure to perform.

**6.** **PAYMENT**

6.1 **Sky Charge Ltd** shall render to the Customer invoices showing the sums due under the contract. All payments due thereunder shall unless otherwise designated by Sky Charge Ltd be made in USD or Euro to **Sky Charge Ltd’s** nominated bank account on or before the thirtieth day from **Sky Charge Ltd’s** invoice date (“payment due date”).

6.2 Without prejudice to **Sky Charge Ltd’s** rights under clause 12 hereof, if the Customer fails to make payment within thirty (30) days after the payment due date, **Sky Charge Ltd** shall have the right (without prejudice to any other rights or remedies which may be available), to forthwith terminate or suspend all further work or deliveries until such default is made good. Any additional costs and expenses of whatever nature incurred by **Sky Charge Ltd** as a result thereof shall be borne by the Customer.

6.3 The Customer shall pay interest on any overdue amounts, at the rate of two (2.00%) per cent above the prime lending rate, as supplied from time to time by **Sky Charge Ltd's** bank.

6.4 If the Customer fails to take delivery of the goods on the due date or if **Sky Charge Ltd** is precluded or hindered from performing any of its obligations as a result of an act or omission on the part of the Customer, **Sky Charge Ltd** shall be entitled (without prejudice to any other rights or remedies which **Sky Charge Ltd** may have), to invoice the Customer for the price thereof and payment shall be due as if delivery of the goods had been effected. In such event the Customer shall be liable for and shall promptly reimburse **Sky Charge Ltd** upon demand for all costs and expenses incurred by **Sky Charge Ltd** up to the time of actual collection or shipping of the goods in accordance with clause 5.4 or clause 5.5 of these terms and conditions.

**7. CREDIT TERMS/CREDIT LIMIT**

7.1. **Sky Charge Ltd** shall allocate to the Customer's account a credit limit, subject to the credit application being duly completed and signed, which credit limit will reflect a maximum value of goods which the Customer may purchase and which credit terms the Customer may utilize for the payment period mentioned in clause 6 and 6.2 above.

7.2. The credit limit is given at the sole discretion of **Sky Charge Ltd** and may be subject to review, withdrawal and/or amendment without prior notice to the Customer. Where, in the sole discretion of **Sky Charge Ltd**, the Customer does not justify a credit limit or the credit limit / credit terms have been exceeded, **Sky Charge Ltd** may require payment in advance of any delivery.

Therefore, the Customer shall duly complete and sign a credit application, which forms part of this document, refer to Appendix “A”, and return it to Sky Charge Ltd for review, evaluation in view of receiving the appropriate credit term and credit limit.

**8. RISK AND TITLE**

8.1 The risk of loss or damage to the goods shall pass to the Customer upon delivery in accordance with clause 5.1 hereof, and subject to clause 2.4, **Sky Charge Ltd** shall have no responsibility or liability for goods damaged or lost in transit.

8.2 Notwithstanding that risk in the goods shall pass to the Customer in accordance with clause 8.1, ownership of the goods shall remain vested in **Sky Charge Ltd** until payment in full has been received by **Sky Charge Ltd**:

(i) for those goods;

(ii) for any other goods supplied by **Sky Charge Ltd**;

(iii) of any other monies due from the Customer to **Sky Charge Ltd** on any account.

8.3 Until title to the goods passes to the Customer under clause 8.2, the Customer shall (unless otherwise authorized by **Sky Charge Ltd:**

(i) keep the goods separately and readily identifiable as the property of **Sky Charge Ltd**;

(ii) not attach the goods to real property;

(iii) not incorporate the goods in or mix the goods with other material unless the goods remain at all times readily identifiable, serviceable and without damage.

8.4 Any resale by the Customer of the goods in which ownership has not passed to the Customer shall (as between **Sky Charge Ltd** and the Customer only) be made by the Customer as agent for **Sky Charge Ltd**, and the proceeds of any such sale shall be held in trust for the benefit of **Sky Charge Ltd** and placed in a separate account until accounted to **Sky Charge Ltd**.

8.5 Goods shall be deemed sold or used, in the order delivered to the Customer.

8.6 At any time before title to the goods passes to the Customer (whether or not any payment to **Sky Charge Ltd** is then overdue or the Customer is otherwise in breach of any obligation to **Sky Charge Ltd**, **Sky Charge Ltd** may (without prejudice to any other of its rights):

(i) retake possession of all or any part of the goods and enter any premises for that purpose (or authorize others to do so), which the Customer hereby authorizes;

(ii) require delivery up to it of all or any part of the goods.

8.7 **Sky Charge Ltd** may at any time appropriate sums received from the Customer as it thinks fit, notwithstanding any purported appropriation by the Customer.

8.8 Each clause and sub-clause of this clause is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

**9. INSPECTION**

If upon receipt of the goods by the Customer at the agreed destination, the same shall appear not to conform to the order, and for six (6) days after the date of issue of the airway bill or the date of collection of the said goods, according to clause

5.4 or clause 5.5, the Customer shall within thirty

(30) days of receipt thereof notify **Sky Charge Ltd** in writing of such defect and afford **Sky Charge Ltd** an opportunity to make any appropriate adjustment or replacement. The remedies afforded the Customer under clause 10 shall be exclusively for defective goods discovered upon inspection, but such remedies shall not be lost by reason of the Customer's failure to discover the defective goods within the inspection period provided in this clause. The Customer shall not be entitled to delay payment for the goods pending inspection.

**10. WARRANTY**

10.1 Subject to clauses 8, 10.7 and 10.8, **Sky Charge Ltd** shall at its option, either repair or replace any goods, or refund the purchase price of any goods found to the satisfaction of **Sky Charge Ltd** within twelve (12) months after the due date (or any revision to the due date notified by **Sky Charge Ltd** to the Customer), to be defective due either to:

(i) faulty workmanship of **Sky Charge Ltd**; or

(ii) faulty materials manufactured by **Sky Charge Ltd**; or

(iii) faulty design by **Sky Charge Ltd** (having regard to the state of the art at the date of such design).

10.2 The Customer shall give **Sky Charge Ltd** written notice within sixty (60) days of discovering any alleged defect in the goods and shall upon request by **Sky Charge Ltd**, through a Return Material Authorization (RMA), to promptly return such goods properly packed to **Sky Charge Ltd’s** nominated premises being **Sky Charge Ltd**, Israel or at any other **Sky Charge Ltd** outlet or at any other places as nominated from time to time and in writing by **Sky Charge Ltd** to the Customer, at the Customer’s risk and expense.

10.3 The foregoing warranty is subject to the following conditions:

(i) that goods have been stored, maintained, installed, operated and used in accordance with sound engineering practices and with any instructions issued by the aircraft manufacturer or by the original equipment manufacturer; and

(ii) that the goods have not been subject to any alteration or misuse nor have they been damaged in any manner; and

(iii) that the goods returned to **Sky Charge Ltd** are accompanied by a detailed technical report indicating the reason for removal, the date of installation/removal from the aircraft, the aircraft type and registration number and serial number, the number of flying hours since new and/or flying hours since overhaul and the number of cycles since new and/or cycles since overhaul and the original EASA Form 1 or FAA 8130-3 tag and an unserviceable tag.

10.4 **Sky Charge Ltd** shall not be responsible for removal or reinstallation costs or any charges relating to dismantling or reassembling any of the goods and any charges in connection therewith shall be borne by the Customer.

10.5 If any of the goods are proved to the satisfaction of **Sky Charge Ltd** to be defective and within the terms of this warranty, **Sky Charge Ltd** shall bear all the reasonable costs of packing, insurance and transport which may be incurred by the Customer in sending the goods to **Sky Charge Ltd** and in returning the repaired or replaced items to the Customer, provided that the Customer will make no charge for the use of its own transport. Should the warranty be denied, all the above-mentioned related costs will be for the Customer’s account, including but not limited to the functional test or bench test for no fault found units.

10.6 Title to the goods or any parts thereof which are returned to **Sky Charge Ltd** by the Customer and which **Sky Charge Ltd** subsequently replaces pursuant to the terms of this warranty shall re-vest in **Sky Charge Ltd**.

10.7 **Sky Charge Ltd’s** obligations under this warranty shall not extend to any goods manufactured or supplied by third parties, however, **Sky Charge Ltd** shall use its reasonable endeavours to procure and transfer, wherever possible and for the benefit of the Customer, such warranty or guarantee (if any) as may have been provided to **Sky Charge Ltd** by any such third party, but subject thereto **Sky Charge Ltd** shall be under no liability whatsoever in respect of any defect in such goods.

10.8 Where any goods supplied by **Sky Charge Ltd** are used or new surplus or second hand or repaired or overhauled serviceable goods, the warranty period referred to in clause 10.1 above shall not apply. The applicable warranty period for any used or new surplus or second hand or repaired or overhauled serviceable goods supplied by **Sky Charge Ltd** pursuant to the contract shall be that transferred by **Sky Charge Ltd**, wherever possible and for the benefit of the Customer, as may have been offered to **Sky Charge Ltd** from any third party and/or otherwise as offered directly by **Sky Charge Ltd** to the Customer from time to time and wherever applicable.

10.9 So far as is permissible by law, goods represented by the Customer to be defective shall not form the subject of any claim for work performed by the Customer or for any loss, damage or expense of whatsoever nature suffered or incurred by the Customer howsoever arising whether directly or indirectly from any alleged defect.

10.10 A claim in respect of any defect in the goods or in respect of any delay in delivery of the goods or any instalment thereof, shall not entitle the Customer to cancel or refuse such delivery or instalment or payment for such goods.

10.11 The provisions of this warranty represent the entire liability of **Sky Charge Ltd** and/or its subsidiaries, its officers, employees and agents in respect of defective goods and all other warranties, guarantees, terms, conditions, representations or liabilities (whether direct, consequential or otherwise) as to quality, description, standard of workmanship, condition, fitness for purpose or otherwise (whether express or implied by statue or common law) are hereby excluded.

**11. DISCLAIMER**

11.1 Except as may otherwise be stipulated in this contract, **Sky Charge Ltd** and its principals shall not be liable to the Customer for any losses whether in contract or in tort (including but not limited to negligence), or for breach of statutory obligation and whether arising directly or indirectly out of or in consequence of any act, default or omission of **Sky Charge Ltd** or its principals.

11.2 The Customer hereby indemnifies and holds **Sky Charge Ltd** harmless in full against any claim for personal injury or death or loss or damage directly or indirectly occasioned by default (including non-compliance with any statutory or other obligation in relation to the goods) or misuse or mal-operation of the goods by or on the part of the Customer or any person or persons other than **Sky Charge Ltd**.

11.3 This indemnity shall continue in force notwithstanding termination of this contract for whatever reason.

**12. TERMINATION**

12.1 If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the court shall make an order that the Customer shall be wound-up (otherwise than for the purposes of solvent amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed to any of the assets or undertaking of the Customer or if the Customer suffers the appointment or the presentation of a petition for the appointment of an administrator if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding-up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of **Sky Charge Ltd**, become impaired or if the Customer shall commit any breach of any part of the contract or these terms and conditions, **Sky Charge Ltd** may without prejudice to its rights and remedies under these terms and conditions or any other remedies arising at law, stop all goods in transit and suspend any further deliveries and may terminate the contract immediately whether in whole or in part.

12.2 In addition to any right of lien to which **Sky Charge Ltd** may by law be entitled, **Sky Charge Ltd** shall in the event of the Customer’s insolvency or bankruptcy be entitled to a general lien on all items in **Sky Charge Ltd’s** possession (notwithstanding that such items or any of them have been paid for), for the unpaid price of any goods or other items sold and delivered to the Customer by **Sky Charge Ltd** under the same or any other contract.

12.3 Notwithstanding anything contained in these terms and conditions, the Customer shall not have the right to set off any claims it might have against **Sky Charge Ltd** against any sums otherwise due to **Sky Charge Ltd.**

12.4 Upon termination of the contract for whatsoever reason, **Sky Charge Ltd** shall be entitled to set-off any claims for payment it may have against the Customer against any amounts due by the Customer to **Sky Charge Ltd.**

12.5 Termination of the contract shall not affect the accrued rights and remedies of **Sky Charge Ltd**.

**13. QUALITY ASSURANCE**

13. 1 Where appropriate, goods shall be inspected in accordance with **Sky Charge** **Ltd’s** own system of quality assurance (Quality Management System) as approved by any appropriate authority and such inspection shall be evidenced by a certificate of inspection signed by or on behalf of Sky Charge Ltd’s head of quality assurance which shall be accepted unconditionally by the Customer. **Sky Charge Ltd’s** own certificate of inspection and a copy of the manufacturer or supplier certificate of inspection and EASA Form 1 or FAA 8130-3 (for rotables only) will be provided with the goods.

**14. LICENCES**

14.1 The obtaining of any license or consent for the import of the goods within and/or for the export of the goods from Israel, USA or the European Union shall be the responsibility of the Customer. **Sky Charge Ltd** shall at the Customer's cost and upon request, Endeavour to assist the Customer to obtain such license or consents, but **Sky Charge Ltd** shall not be liable in the event of the non-issuance or renewal or delay of any license or consent.

14.2 In the event that delivery of the goods is to take place outside Israel, USA or the European Union, the supply of any goods for which an export license or other consent is necessary shall be conditional upon the granting of such license or consent by the Israel Government or any other relevant competent authority to **Sky Charge Ltd**. **Sky Charge Ltd** shall at the Customer's cost and upon request, Endeavour to assist the Customer to obtain such license or consents but **Sky Charge Ltd** shall not be liable in the event of the non-issuance or renewal or delay of any license or consent.

14.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.

**15. NON-STANDARD ORDERS**

15.1. Where the Customer orders goods or material of a type, size or quality not normally supplied by Sky Charge Ltd, Sky Charge Ltd will use all reasonable endeavours to execute the order, at additional costs wherever applicable, but if it proves impossible, impractical or uneconomical to carry out or complete the order, Sky Charge Ltd reserves the right to cancel the contract or the uncompleted order without any liability whatsoever to the Customer, in which event the Customer will only be liable to pay for such goods as may have been delivered.

**16. WAIVER**

16.1. Any failure, delay or indulgence on the part of **Sky Charge Ltd** in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder, and shall be without prejudice to the legal rights of Sky Charge Ltd and the obligations of the Customer shall continue in full force and effect.

**18. ENTIRE AGREEMENT**

18.1 Except as may otherwise be stipulated in writing, this contract shall constitute the entire agreement between **Sky Charge Ltd** and the Customer in respect of an order for any goods and shall supersede and exclude all prior representations, proposals or agreements whether oral or in writing. Any amendment or alternation to the contract shall be of no force and effect unless reduced to writing and signed by **Sky Charge Ltd** and the Customer.

18.2 The Customer acknowledges that, in entering into this contract, it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided herein and all conditions, warranties or other terms implied by statue or common law are hereby excluded to the fullest extent permitted by law.

**19. ASSIGNMENT AND SUB-CONTRACTING**

19.1 **Sky Charge Ltd** may assign the contract and the rights and obligations thereunder whether in whole or in part and reserves the right to sub- contract its obligations to the contract or any part thereof.

19.2 The contract is personal to the Customer, who shall not without the prior written consent of **Sky Charge Ltd** assign, mortgage, charge or dispose of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

**20. SEVERABILITY**

20.1. In the event of any clause or provision or part thereof of the contract or these terms and conditions being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any court of competent jurisdiction, the remainder of any affected clause or provision of the contract and these terms and conditions shall remain in full force and effect.