

# PROFORMA INVOICE



Date	20 Oct 2025
SO #	SO-2303
Customer PO #	3002

4241 W 108th Street  
 Suite 10  
 Hialeah FL 33018 United States  
 Phone: 786-292-1021  
 Website: www.brickelltm.com  
 Salesperson: Elena Bushman  
 Email: ebushman@brickelltm.com

### BILL TO

Capewing Aerospace  
 Office No. 142, 1 Bentel Avenue, 1st Floor,  
 Jansen Park  
 Johannesburg 1501  
 South Africa  
 Terms: Cash In Advance

### SHIP TO

Capewing Aerospace  
 Office No. 142, 1 Bentel Avenue, 1st Floor,  
 Jansen Park  
 Johannesburg 1501  
 South Africa

Requisitioner	Email	Phone	Ship Via	AWB	Total Wt	# of Pcs
Johannes Dlamini	jabulani@capewing.com	+27115680910	Fedex International			

PART NO	DESCRIPTION	COND	QTY	UOM	UNIT PRICE	TOTAL
9373M82G06	STG 2 HPT SEAL	OH	6		\$11,000.00	\$66,000.00
Order Type: Outright						

Subtotal	\$66,000.00
Freight	\$0.00
Tax Subtotal	\$0.00
Total	\$66,000.00

### Comments or Special Instructions

SUBJECT TO BRICKELL TURBINE MATERIALS, LLC'S TERMS AND CONDITIONS OF SALE.

Payments to be made to attached wire instructions

TERMS AND CONDITIONS OF SALES  
BRICKELL TURBINE MATERIALS, LLC  
Effective January 1, 2022

Brickell Turbine Materials, LLC and its affiliates are referred to herein as “Seller” and the person or entity purchasing the goods is hereafter referred to as “Buyer.” These terms and conditions (“Terms and Conditions”), any price list or schedule, quotation, acknowledgment or invoice from SELLER relevant to the sale of the goods (collectively, the “Goods”) and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms governing the sale of Goods by SELLER to Buyer, and supersede all pre-existing agreements between Buyer and Seller respecting the terms of sale, including the terms of any purchase order delivered or provided by Buyer to Seller. Buyer’s acceptance of delivery of the Goods will manifest Buyer’s assent to these terms and conditions. Shipment of any such good, providing a Purchase Order to SELLER, sending any form of purchase confirmation to SELLER, retaining the invoice for ten (10) days without making written objection thereto or indicating in some other manner its acceptance of these terms and conditions, whichever occurs first, shall be deemed acceptance of these terms and conditions. Any acceptance of the Goods by Buyer confirms acceptance of the express terms and conditions contained on this and the following pages. Any terms or conditions stated in Buyer’s purchase order or other order documentation are expressly rejected unless agreed to in writing by SELLER.

**PAYMENT**

Payment shall be made in U.S. Dollars. All payments shall be made in full prior to shipment of the Goods; except where SELLER has authorized credit terms for payment and/or scheduled advance payment, of which, such conditions will be listed on the face the invoice referenced above.

**TAXES AND COMPLIANCE WITH LAWS**

In addition to all charges set forth in this invoice, BUYER shall reimburse SELLER for the amount of any sales or use tax imposed on SELLER by any taxing authority of any country, federal, state or local governments, as a result of the sale, use, delivery, storage or transfer of any equipment or parts covered by this sales invoice. BUYER shall be responsible for complying with all Commerce Department rules regarding export regulations, and shall likewise comply with all applicable Customs, Department of State, and Treasury statutes or regulations. BUYER and BUYER's agents accept all responsibility for ensuring that any export of the Goods complies with all U.S. export laws and regulations. BUYER and BUYER's agents will not cite SELLER on any export documents.

#### **DELIVERY**

Unless otherwise agreed, delivery shall be made FOB/ExWorks (Incoterms 2000) shipping point (SELLER warehouse or other location) and according to the delivery schedule specified herein. Such delivery schedule is only an approximation and may be delayed due to causes beyond SELLER's control including but not limited to, acts of God or the public enemy, acts of Government, civil war, insurrections or riots, restrictions, strikes or freight embargoes or for any other cause other than the sole fault or negligence of SELLER. In the event of such delay, the delivery dates shall be extended for a period equal to the time lost by reason of such delay.

#### **INDEMNIFICATION**

BUYER agrees to indemnify, defend and hold harmless SELLER and its affiliates and their respective officers, agents, shareholders, directors and employees ("Indemnified Parties") from any and all liabilities, damages, losses, expenses, demands, proceedings, claims, actions, suits, judgements, costs and expenses, including but not limited to, attorneys' fees, for death of, or bodily injury to, any person, and for the loss of, damage to, or destruction of any property, in any manner arising out of the Goods, or any defect therein, or the care, control, ownership, maintenance, use or operation of the Goods after delivery to BUYER. BUYER's obligations hereunder shall not apply to any death, injury, loss, damage or destruction which was caused by the gross negligence or willful misconduct of the Indemnified Parties.

#### **WARRANTY AND DISCLAIMER**

SELLER warrants that it owns the Goods sold herein free of any liens, claims or encumbrances. ANY WARRANTIES SET FORTH HEREIN, AND THE OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER, ARE EXPRESSLY IN LIEU OF AND SELLER HEREBY DISCLAIMS AND BUYER HEREBY WAIVES AND RELEASES SELLER FROM, ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING IN CONTRACT, OR TORT OUT OF ANY NEGLIGENCE OR STRICT LIABILITY OR BY ANY OTHER LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR INTENDED USE, WITH RESPECT TO ANY OF THE GOODS OR SELLER'S PERFORMANCE HEREUNDER. BUYER AGREES THAT SELLER WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS) SUFFERED BY BUYER, DIRECTLY OR INDIRECTLY, BECAUSE OF ANY DEFECT IN ANY OF THE GOODS OR SELLER'S PERFORMANCE HEREUNDER. BUYER AGREES THAT SELLER AND ITS SUPPLIERS WILL IN NO EVENT BE LIABLE FOR ANY OBLIGATION OF BUYER TO ANY THIRD PARTY. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING OR EXTENDING SELLER'S LIABILITY HEREUNDER WILL BE BINDING ON SELLER UNLESS IN WRITING AND SIGNED BY BUYER'S AND SELLER'S DULY AUTHORIZED OFFICER OR REPRESENTATIVE.

#### **RETURN OF GOODS**

No Goods may be returned for credit to SELLER without SELLER's prior written permission. In addition, unless Goods returned with SELLER's prior written permission have the original tags attached, BUYER will be liable for all costs involved in re-tagging the Goods.

#### **ENTIRE CONTRACT**

The express terms and conditions contained on the face and on the reverse side hereof and those set forth on any continuation sheets contain the entire understanding of the parties with respect to the sale of the material. Any terms and conditions proposed in BUYER's Purchase Order which add to, vary from or conflict with the terms and conditions herein are hereby expressly objected to, and may become effective only if accepted by SELLER in writing.

#### **SECURITY INTEREST**

In consideration of the delivery of the Goods by Seller, and other good and valuable consideration, Buyer grants unto Seller a first priority, purchase money security interest in the Goods and all products and proceeds thereof, until such time as Seller has received payment of the purchase price, in full, and Buyer has performed all other obligations to Seller. At Seller's request, BUYER shall promptly execute and deliver to SELLER such instruments, financing statements and documents (including, but not limited to, waivers of interest of landlords, owners or mortgages of real estate upon which the Goods are located) as SELLER deems necessary, in its sole and absolute discretion. SELLER may file or record a financing statement with respect to these Terms and Conditions and the Goods, and BUYER authorizes SELLER to attach a copy of these Terms and Conditions in lieu of BUYER's separate signature on such financing statement. Alternately, BUYER agrees that a photocopy of these Terms and Conditions may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code. BUYER agrees to take such action, at its expense, as may be necessary to prevent any third party from acquiring any interest in the Goods. In the event the Goods are attached to realty or installed in premises, they shall be severable as personalty. Buyer shall be responsible for timely and punctual payment all tangible personal property taxes on the Goods.

#### **REPOSSESSION/SELF-HELP/REPLEVIN**

In the event BUYER fails to pay any portion of the purchase price when due, SELLER may personally, or by its agents, with or without legal process, enter upon the premises where the Goods are located and repossess the Goods free from all claims by BUYER and wither liability for trespass or any damages occasioned by such taking of possession. BUYER agrees that if it fails to meet any of its obligations to Seller, SELLER has the immediate right to possession of the Goods. Possession may be obtained by SELLER retaking the Goods without the prior intervention of any court or legal proceeding, provided that the act of taking possession is peaceful. In the event of any court proceeding to recover possession of the Goods, BUYER agrees that SELLER shall not be required to post a bond, and specifically waives all statutory bond requirements. In the event SELLER repossesses the Goods, SELLER shall retain the right to recover damages and to pursue all other remedies available to it. BUYER shall reimburse SELLER for all costs and expenses incurred by SELLER in connection with SELLER's repossession of the Goods.

#### **ENFORCEMENT EXPENSES, ATTORNEYS FEES AND INTEREST**

If it becomes necessary for SELLER to incur expenses in connection with the enforcement of its rights hereunder or under any invoice issued by SELLER to Buyer, including the hiring of collection agencies and/or attorneys, or to repossess the Goods, BUYER shall pay SELLER's costs and expenses, including but not limited to reasonable attorneys' fees and court costs. In the event of BUYER's default in payment, SELLER may accelerate all remaining payments, which shall be deemed immediately due and payable in full. In the event of BUYER's default, all payments due and owing to Seller shall bear interest at the maximum legal rate until paid in full.

#### **SEVERABILITY**

Any provision of this terms and conditions which is prohibited or unenforceable in any jurisdiction shall, only as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such provision shall remain effective in any other jurisdiction. To the extent permitted by applicable law, each party hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. Reclamation & Right of Set-Off This provision shall apply in the event that SELLER has: (a) delivered the Goods to BUYER on credit; or (b) financed the sale of the Goods to BUYER. As a condition of SELLER allowing the BUYER to accept delivery of the Goods on credit, BUYER represents and warrants to SELLER that BUYER is solvent and is not presently a debtor in any bankruptcy case in any court of competent jurisdiction. In the event of BUYER's insolvency, the foregoing invoice together with these Terms & Conditions shall constitute a demand by SELLER for reclamation of the Goods in accordance with Section 2-702 of the Uniform Commercial Code and Section 546(c)(1) of the United States Bankruptcy Code. In the event of BUYER's insolvency, BUYER does hereby waive any defenses to SELLER's right to reclamation to the Goods sold and BUYER shall promptly return possession of the Goods to SELLER.

#### **LEGAL PROCEEDINGS**

All matters arising from or relating to these Terms and Conditions shall be governed by and construed under Florida law. Venue of any actions arising out of or relating to these Terms and Conditions shall lie exclusively in Miami-Dade County, Florida and the parties expressly agree to submit themselves to the in personam jurisdiction of the state and federal courts located in Miami-Dade County Florida. BUYER consents to service of process by hand-delivery, facsimile, certified return receipt requested mail, or Federal Express. Service of process shall be deemed completed upon delivery unless delivery is refused, in which event service of process shall be deemed complete upon such refusal of delivery.

