



## Standard Terms and Conditions for Sale of Services

1. **Agreement:** These Standard Terms and Conditions (the “**Terms**”) is entered into between GA Telesis, LLC and its wholly owned subsidiaries and affiliates (collectively referred to as the “**Supplier**”) and Customer for the performance of maintenance, repair, overhaul, inspection, and/or testing services (the “**Services**”) of Customer’s aircraft parts (individually, a “**Part**” and collectively, the “**Parts**”) and is incorporated by reference in Supplier’s quotation (the “**Quotation**”). These Terms supersede over any of Customer’s terms and conditions and over all prior contemporaneous agreements, negotiations, representations, warranties, and communications except for any General Terms Agreement currently in effect between Supplier and Customer for the purchase and sale of Services. Supplier’s Quotation and/or acceptance of Customer’s purchase or repair order (the “**Order**”) is expressly conditional on Customer’s acceptance of these Terms even if such Terms are additional or different to Customer’s terms and conditions. Acceptance of Customer’s Order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.
2. **Supplier Qualifications:** Supplier warrants that it holds FAR 145 Repair Station Certificates with ratings applicable to performance of the Services being provided and will maintain its Repair Station Certificate under Part 145, or future equivalent FAA accepted FAR 145 Certificate. All work will be released under FAA and/or EASA authority. Customer shall also accept third party FAA or EASA Airworthiness Approval Tags.
3. **Pricing and Payment:** Quoted prices are valid for thirty (30) days. Prices stated do not include local, state or federal taxes. The amount of any sales, use or similar tax applicable to the sale of the items herein or to the use of such goods by Customer shall be paid by Customer, or in lieu thereof, Customer will provide Supplier with a tax exemption certificate acceptable to the taxing authorities. Supplier will issue an invoice for the Services including over and above charges upon completion of the work. Subject to credit approval, all balances must be payable net thirty (30) calendar days or as otherwise provided for in the Quotation unless Customer is an entity listed in to the United States Office of Foreign Asset Control (“OFAC”) Sectoral Sanctions Index, in which case Section 12(b) of these Terms shall supersede this section. All payments shall be made in United States Dollars. All past due amounts shall bear interest at a rate of one and one-half percent (1 ½%) per month or the maximum amount permitted by law commencing on the due date until the date the invoice amount is paid in full. Customer agrees to pay any and all costs of collection including attorney’s fees in the event it becomes necessary to enforce the payment of Supplier’s invoices. Customer shall not have a right to set off amounts against any amount owed by Supplier to Customer. In addition to other rights which Supplier may have under applicable law, Supplier has, by virtue of the Services performed, the right of retention and a possessory lien and pledge over any Parts or other property of Customer while at Supplier’s facility or otherwise in Supplier’s custody until the time Customer has fulfilled its payment obligations for Services performed by Supplier, its affiliates, subsidiaries, or other divisions or units. Supplier may set off any amounts or any portion of amounts owed by Customer to Supplier whether or not liquidated, against sums that Customer asserts is due to it, its parents, affiliates, subsidiaries, or other divisions or units under other transactions with Supplier, its parents, affiliates, subsidiaries, or other divisions or units. Supplier reserves a purchase money security interest in all Parts repaired pursuant to the Quotation that have been released to Customer and proceeds thereof until payment in full is made for all Parts serviced. Customer agrees to execute any financing statement requested by Supplier to perfect its security interest in the Parts.
4. **Delivery Terms:** Delivery terms are DDP Supplier’s facility (Incoterms 2010), or such other facility as Supplier may designate. All Parts delivered shall be packaged in accordance with Supplier’s standard packing procedures for such Parts. Redelivery terms for return of Parts to Customer are FCA Supplier’s facility (Incoterms 2010), or such other facility as Supplier may designate.
5. **Beyond Economical Repair (“BER”):** A Part is deemed BER when repair or overhaul costs of a Part exceeds sixty five (65%) of its fair market value. Supplier shall notify Customer of items deemed BER. Customer shall provide disposition instructions to Supplier (e.g., return as-is; scrap; or repair at quoted price) within seven (7) business days.
6. **Scraping:** If the Customer requests that Supplier scrap a Part in-house, Supplier reserves the right to salvage any serviceable and repairable piece parts.
7. **Excusable Delay:** Supplier shall be excused from and shall not be liable for any delays in performance or failure to perform hereunder to the extent such delay or interruption is due to causes beyond Supplier’s reasonable control and not occasioned by its fault, negligence or omission, including but not



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limited to, acts of God or the public enemy, embargoes, war, insurrections or riots, fires, floods, explosions, earthquakes or serious accidents, quarantine restrictions, third party supplier failure or delay to deliver products or services, strikes and labor disputes causing cessation, slowdown, or interruption of work of Supplier ("**Force Majeure Event**"). In the event of such delay the turnaround time (the "**TAT**") shall be extended for a period of time as may be reasonably necessary to compensate for such delay. For avoidance of doubt, TAT is the elapsed time, in business days, measured from receipt on Supplier's dock, to shipment from Supplier's dock. The TAT elapsed time will stop during such holding time, and will not resume until the next business day after the cause of the delay has been cured. Moreover, and without prejudice to the generality of the Force Majeure Events, Supplier shall not be liable for, nor be in default by reason of, any failure, impediment or delay in fulfillment of its obligations to the extent that such failure, impediment or delay is caused, in whole or in part by: (i) major unforeseen work to be performed on the Part not occasioned by Supplier; (ii) Customer not complying with its obligations under these Terms (including, but limited to, the delivery of the Part); (iii) any material shortage or delay of services of a third party service provider due to reasons beyond Supplier's reasonable control; (iv) the time required for the approval by the original equipment manufacturer (the "**OEM**") and/or Customer for repairs which are required but are outside the manual and any delays in receipt of the OEM's approval on repair procedures and/or technical assistance from the OEM that affect the critical path of the maintenance event; (v) Customer's failure to provide Supplier with information, records, approvals, and/or authorizations within twenty four (24) hours after the request from Supplier (48 hours during weekends from Supplier's request to enable Supplier to proceed with the timely processing of the Part); (vi) the Part being delivered to Supplier with either damage or missing parts, and Customer or Supplier cannot supply replacement parts in time for such missing or damaged parts; (vii) or any other cause beyond Supplier's reasonable control.

8. **Warranty:** Supplier warrants that every Part serviced by Supplier will be free from defects in workmanship. Supplier's workmanship shall not be deemed defective if such workmanship was in compliance with applicable OEM or Customer specifications, operating and maintenance instructions or procedures as set forth in the technical data or applicable governmental regulations for such Service in effect at the time of such Service. Supplier, at its option, will repair or replace, at no charge to Customer, any Part serviced

that is found to be defective in workmanship under this limited warranty policy within twelve (12) months for overhauled Parts and six (6) months for repaired Parts. Customer agrees to advise Supplier within fourteen (14) calendar days of reported failure of the Part. Customer's failure to disclose within this timeframe will result in forfeit of Customer warranty claim. Supplier will assign material and design warranties to Customer for all Parts introduced by Supplier to the extent permitted by the OEM or Supplier's vendor. If no defects are found with the returned Part and/or it has not been installed in accordance with the OEM's instructions, or is subject to any of the exclusions to warranty coverage below, Customer will be liable for the cost of testing, re-certification, parts, labor and shipping costs incurred to return the Part to serviceable condition. Warranties for Parts that have been subjected to misuse, neglect, contamination, foreign object damage; and/or improper storage, installation, removal, operation or maintenance; and/or have had their warranty seals removed; and/or have been subjected to performance of repairs or alterations by a third party other than by Supplier, are excluded. Customer shall pay for the cost of removal, incoming transportation, and reinstallation. Notwithstanding the foregoing, Supplier will cover the cost of return transportation for Parts deemed to be covered under this warranty policy. All returns must be shipped to Supplier packed in the original or comparable packing.

9. **Disclaimer of Warranties:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SUPPLIER AND REMEDIES OF CUSTOMER SET FORTH IN THE WARRANTY SECTION HEREIN ARE EXPRESSLY IN LIEU OF, AND CUSTOMER HEREBY WAIVES AND RELEASES, ANY AND ALL OTHER WARRANTIES, AGREEMENTS, CONDITIONS, DUTIES, GUARANTEES, OBLIGATIONS, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR INTENDED USE, WITH RESPECT TO SUPPLIER'S PERFORMANCE HEREUNDER. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING, OR EXTENDING SUPPLIER'S LIABILITY HEREUNDER SHALL BE BINDING ON SUPPLIER UNLESS IN WRITING AND SIGNED BY CUSTOMER'S AND SUPPLIER'S DULY AUTHORISED OFFICERS OR REPRESENTATIVES.

10. **Limitation of Liability and Indemnity:** Except as



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provided in the warranty section herein, neither Supplier nor its employees, agents, or subcontractors, shall be liable to Customer for any loss of or damage to a Part, aircraft, engine, or other parts thereof caused by any defect in Services performed or in any Part used or supplied pursuant to these Terms except to the extent any such loss or damage is caused by the gross negligence or willful misconduct of Supplier, in which case Supplier's liability shall be limited to the price paid for the Services with respect to such Part. Risk of loss always remains with Customer for its spare Parts except to the extent a loss is caused by Supplier and is covered by Supplier's Hangarkeepers Liability Insurance. Customer will defend, indemnify and hold harmless Supplier and any subsidiary and affiliate thereof, and each of their respective officers, members, directors, agents, employees and successors, permitted assigns, contractors, and subcontractors (each, an "Indemnitee"), from any and all claims, causes of action, liabilities, damages, obligations or expenses (including fees and costs of counsel) ("Claim") made by any third party with respect to the Services except to the extent that any such Claim is caused by the willful misconduct of an Indemnitee. In no event will Supplier be liable to Customer for any lost revenues, profits, goodwill, or loss of use, or for any indirect, incidental, or consequential damages of any kind, or for punitive damages, for any matter arising out of or in connection with the performance or non-performance of these Terms, whether such liability is asserted on the basis of contract, tort or otherwise, even if Customer has been advised of the possibility of such damages.

11. **Customer's Insurance:** During the time of performance of Services and for a period of two (2) years after redelivery of the Part(s) by Supplier to Customer, Customer shall carry and maintain such insurance in full force and effect and in types and amounts as would be carried by other companies engaged in Customer's industry and to the extent of Customer's indemnity obligations herein. Such policies of insurance shall: (i) be primary and non-contributing with any other insurance held by Supplier; (ii) include contractual liability; (iii) contain a standard severability of interest provision; (iv) include a waiver of subrogation; (v) continue in full force and effect for at least thirty (30) calendar days after Supplier receives written notice of cancellation or materially adverse change in terms or conditions; (vi) indicate that coverage afforded to Supplier shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any insured; (vii) name Supplier as an additional insured to the extent of Customer's indemnity obligations under

these Terms. Prior to the commencement of Services, and at each and every policy renewal thereafter, Customer shall provide Supplier with a copy of its insurance policy declarations page and a copy of its Additional Insured endorsement or other evidence reasonably satisfactory to Supplier that the insurances required by these Terms are and shall continue to be in full force and effect.

12. **Trade Compliance:** (a) Customer understands that any Parts, technology, or products purchased from Supplier are subject to export controls under the laws of the United States, including but not limited to: (i) U.S. exports regulations governing the export, transfer, or re-export of U.S. manufactured products, and products containing U.S. components, software, or technology as set forth in the U.S. Export Administration Regulations (EAR), 15 C.F.R. §§ 772 et seq.; (ii) U.S. export regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Asset Control Regulations (FACR), 31 C.F.R. §§ 500 et seq.; and (iii) the International Traffic in Arms Regulations, 22 C.F.R. §§ 120 et seq. Customer agrees, warrants and represents that it will not export or re-export any Parts, technology, or products purchased from Supplier in violation of the export laws of the United States. Customer shall provide any and all import and export documents as requested by Supplier in order to comply with the requirements herein. Should Customer fail to provide such documents, Supplier shall be entitled cancel the Order. (b) Entities subject to OFAC's Sectoral Sanctions are limited in the credit terms Supplier can offer. As such, Customer shall receive net-5 payment terms with Supplier retaining a purchase money security interest in the Parts sold. By purchasing from Supplier, Customer acknowledges that should Customer fail to pay within the net-5 payment period, Supplier shall execute its purchase money security interest and foreclose on the Part(s) sold to Customer, thus terminating any and all credit extensions for that Part.
13. **Governing Law; Venue:** All matters arising under or in connection with these Terms shall be construed and governed according to the laws of the State of Florida. Any disputes or claims shall be filed in the courts of Broward County, Florida or as otherwise agreed to in writing by the Parties. The prevailing party shall be entitled to an award of all of its reasonable costs and fees associated with the litigation, including any appeal. For avoidance of doubt, "costs and fees" mean all reasonable travel expenses, out-of-pocket expenses such as copying



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and telephone, court costs, witness fees, and attorneys' fees. Customer hereby waives; (a) the right to jury trial in any and all proceedings; (b) any and all objections to venue and inconvenient forum in the state and federal courts, referred to in this section; and (c) any and all objections to service of process by certified mail, return receipt requested.

14. **Confidentiality:** Customer acknowledges that it may obtain confidential information provided as a result of these Terms, including, without limitation, all provisions of the Quotation, drawings, specifications, schematics, and formulae (the "**Confidential Information**"). Confidential Information will not include information which is already in the public domain or which is already in Customer's possession and not otherwise confidential or which was received from third parties having a right to disclose such information. Customer agrees to keep the Confidential Information strictly confidential and will not disclose nor permit the disclosure of nor use the Confidential Information for any purpose whatsoever, except as provided herein. Customer may disclose the Confidential Information to such of its officers, directors, attorneys, accountants, lenders, members and employees who are required to know the Confidential Information in the course of performance of these Terms or their professional services ("**Disclosees**"). All Disclosees will be informed of the confidential nature of the Confidential Information and will, prior to obtaining access thereto, agree to keep this Confidential Information confidential in accordance with these Terms. If so required, Customer may also disclose the Confidential Information in connection with the enforcement of these Terms or pursuant to any valid court order, regulation or other lawful order or process compelling such disclosure but only after notifying Supplier of such disclosure prior to its occurrence.
15. **Amendments:** Supplier reserves the right, at its sole discretion, at any time without limitation, to change, amend or modify any of these Terms by posting such revised Terms on Supplier's website thus making such changes effective immediately.
16. **Entire Agreement:** These Terms embody the entire agreement and understanding of the parties and Supplier rejects any and all of Customer's inconsistent terms and conditions and such shall not vary or be part of these Terms unless specific and explicit references to changes to these Terms are made in writing by an authorized representative of Supplier.
17. **Severability:** If any term, clause, or provision

contained herein is declared or held invalid or enforceable by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any of the term, clause or provision hereof.

18. **Survivability:** If Customer's Order expires, is completed, or is terminated, Customer shall not be relieved of those obligations contained herein. All the provisions will survive the termination.