



Preamble

GA Telesis, LLC, its operating divisions, and subsidiaries, are each herein referred to individually and collectively as the **"Buyer"** and the person or entity selling goods to Buyer is referred to as the **"Vendor."** Buyer and Vendor may hereinafter be individually referred to as "Party" and collectively as "Parties." Purchase of any goods or services is expressly conditioned on Vendor's assent to these Standard Terms and Conditions (**"STC"**).

Any contract, purchase order, repair order, quote and/or general terms agreement (collectively referred to as the **"Agreement"**) between the Parties, for the purchase of goods or services, shall be formed in accordance with these STC. These STC shall apply to all future transactions between Buyer and Vendor, even without express agreement being repeated, and are deemed to be accepted upon receipt of the goods or services purchased. Any acceptance of Vendor's offer is expressly limited to acceptance of these STCs and Buyer expressly objects to any additional or different terms proposed by Vendor. Any differing terms and conditions of the Vendor are hereby expressly contradicted unless expressly agreed to in a subsequent writing signed by an authorized representative of the Buyer.

The Agreement and these STC shall be read in conjunction, shall form an integral part of the Agreement, and all references to the "Contract" herein shall include these STC and any Agreement.

These STC and/or any Agreement contains all agreements, arrangements and stipulations between the Parties in respect to the goods or services purchased, and supersedes all previous agreements, proposals, arrangements and stipulations with respect to the same subject matter. The Vendor acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Buyer which is not set out in the Agreement.

These STCs shall be divided as follows:

Section 1. Purchase of Goods

Section 2. Purchase of Services

Section 3. Quality Clauses

Section 4. Additional Legal Provisions

Section 1. Purchase of Goods

1. Acceptance:

This Purchase Order (herein referred to as the **"Order"**) is neither an expression of acceptance of any offer made to Buyer by Vendor nor a confirmation of any contract or agreement between Buyer and Vendor; this order is an offer to the Vendor to contract on the terms set forth herein, and such offer expressly limits acceptance by Vendor to the terms set forth herein. These Terms and Conditions shall supersede and replace all terms and conditions appearing or referred to on the face or on the reverse of any proposal, acknowledgement, or acceptance or any other communication issued by the Vendor in connection with such Order.



2. Condition of Material:

All repaired/overhauled material, parts, equipment, or items ("**Material**") supplied by Vendor must have been repaired or overhauled per OEM specifications. All Material is guaranteed repairable if as removed or guaranteed serviceable if repaired or overhauled. Unless otherwise specified in writing, Vendor confirms that it has not knowledge of any serviceable or overhauled item included in this Order having failed in any repair process prior to the current certification. If a unit purchased on this Order has been deemed non-repairable or out of repair limits, all documentation from the prior repair attempt must be presented to Buyer for approval prior to this Order becoming effective.

3. Specification and Certification:

All Material supplied by Vendor shall comply with the applicable part numbers and other specifications stipulated on this Order. No substitutes are permitted except upon the prior written consent by an authorized representative of Buyer and clearly noted on the Purchase Order.

4. Traceability:

New Parts:

All **new Parts** must be traceable to the Production Approval Holder (PAH). An authorized release document, as detailed below, must accompany the new component.

- For new components from a U.S.-PAH, release must be documented on an FAA Form 8130-3 as a new part.
- For new components released by an EU-PAH, release must be documented on an EASA Form 1, as a new part.
- For new components released by a Canadian-PAH, release must be on the Transport Canada Civil Aviation (TCCA) Canadian Form One as a new part.

Standard parts

Standard parts must be traceable to the manufacturer and accompanied by a conformity statement.

Used Parts:

Used parts must be traceable to FAA and/or EASA-certificated facilities. The used part must be accompanied by an authorized release document as specified on the purchase order.

- a. Acceptable release documents:
 - FAA Form 8130-3 Single release
 - FAA Form 8130-3 issued as a dual release
 - EASA Form 1 Dual
 - (TCCA) Canadian Form One
- b. Must Include a Non-Incident /Non-Accident letter stating that the parts have not been involved in an incident/accident or subjected to severe stress or heat or has been submersed in salt water.
- c. Must comply with all Airworthiness Directives and associated Service Bulletins.



5. Packaging:

All goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with Aviation Transport Association (“ATA”) 300. Each container will be marked with applicable Order number and be accompanied by one copy of the shipping papers. All Material shipped to Buyer must reference on the air waybill the Order number, part number, and serial number if applicable.

6. Title and Risk of Loss:

Title and risk of loss of goods purchased hereunder will be borne by Vendor until goods are received by Buyer at Buyer’s facility identified on the face of this Order, whereupon title and risk of loss will be transferred to the Buyer.

7. Termination for Convenience:

Buyer may at any time prior to delivery terminate this Order for its convenience, in whole or in part, by written, telegraphic or verbal notice confirmed in writing to Vendor. Upon receipt of notice to terminate, Vendor shall cease all production and provision of goods. If Vendor has specifically manufactured the goods to fill this Order and is unable to make other commercially reasonable disposition of the goods, Buyer shall reimburse Vendor the cost incurred for the line of work performed by Vendor in respect of such goods at the time of written notification by Buyer. Vendor will mitigate such costs to the extent it is reasonably possible. Buyer’s liability under this paragraph will not exceed the aggregated price specified in this Order.

8. Returns:

Buyer may, in its sole discretion, at any time and from time to time, within (60) days after acceptance of the goods, return to Vendor any part or all goods and receive full credit on such return.

9. Warranties:

Vendor warrants that (a) all goods and services when delivered will be merchantable and free from defects in workmanship and material, will conform strictly to the specifications, drawings, samples, or other description specified herein or furnished herewith, and will be fit for their ordinary intended purpose and any special purpose specified by Buyer; (b) it has good title to the goods free from all encumbrances and that it will defend such title against demands of all persons whomsoever arising; (c) all goods of Vendor's design or production will be free from defects in design or production; and (d) it has all required authority and approvals to sell the goods to and perform the services for the Buyer. All warranties shall run to Buyer, its successor's assigns, and all persons to whom the good may be resold.



Section 2. Purchase of Services

1. Terms of Agreement and Acceptance:

Vendor shall carry out or arrange the completion of the maintenance, repair, and/or overhaul services (the “**Services**”) of the engine and aircraft composite and component parts (collectively referred to as “**Unit(s)**”) under the control of Buyer as further set forth in the applicable quote, repair order, and/or general terms agreement (collectively referred to as the “**Agreement**”).

Vendor acknowledges and agrees that any shipment to it by Buyer for the performance of Services with notice of these STC and without specific written objection thereto, constitutes acceptance of the bid, proposal, or quote and of these STC as the entire agreement between the Parties with respect to the subject matter. Any repair order(s) and Vendor’s performance of such Services shall also constitute Vendor’s assent to these STC. Additionally, the Parties’ execution of a general terms agreement shall constitute as acceptance of these STC and thereby formulate the entire agreement.

2. Services Standard and Performance of Services:

All services performed and materials furnished by Vendor in providing the Services shall be in accordance with the requirements set forth by the Airworthiness Authority identified by BUYER and in accordance with Vendor’s or Vendor’s subcontractor’s (whichever is applicable) Quality Manual and Procedures approved by the FAA under Part 145 and Vendor’s maintenance program to the extent not contrary therewith. Airworthiness Authorities shall mean the United States FAA, European Aviation Safety Agency EASA or other civil aviation agency (“CAA”) or any successor, assign, or future equivalent administration regulating aviation maintenance, repair, and overhaul procedures.

Vendor 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 Certification under Part 145, or future equivalent accepted FAR 145 Certificate.

3. Right to Subcontract:

- a. Vendor shall not have the right to subcontract the performance of Services set forth hereunder without the express prior approval of Buyer. In the event Buyer approves Vendor’s request to subcontract any or all of its obligations hereunder, Vendor warrants that its subcontractor shall perform the Services in accordance with the maintenance approvals set forth in Section 2 above, and shall be a company, organization, or individual approved for the purpose by the FAA or any other applicable authority as deemed by Buyer. The performance of Services by any subcontractor shall not relieve either Party of any of its obligations under the Agreement.
- b. If specified in the Buyer’s Order, Vendor shall use the Buyer’s designated approved external provider for the special processes being subcontracted.



4. Terms of Payment:

Unless otherwise provided for in the Agreement, Vendor shall issue a monthly invoice for the Services. All invoices submitted by Vendor for payment shall be made payable in United States Dollars (“USD”) and net 30 days at the location identified therein. Payment will be deemed to have been made upon Buyer’s wire of payment.

In the event of a dispute of any charge in the invoice, Buyer shall, prior to the payment due date of such invoice, notify Vendor of the dispute and state the reasons why it believes the disputed amount was improperly invoiced. Any undisputed portion of such invoice shall be paid by the due date and the Parties shall continue performing their respective obligations under the Contract while the dispute is pending. The Parties will thereby commence with dispute negotiations as set forth in the Dispute Resolution Section of these STC.

5. Delivery, Redelivery and Packing:

Unless otherwise provided for in the Agreement, Buyer shall prepare and package the Unit(s) to the Vendor’s repair facility in accordance with ATA-300. Any and all costs associated with delivering the Units to Vendor shall be included in the price stated in the Agreement. Vendor shall be responsible for the redelivery of all such Units upon completion of Services on a freight prepaid basis to Buyer, and completed Unit(s). With respect to delivery, Buyer shall not be responsible for any delay and/or failure to comply with the Contract due to circumstances beyond its reasonable control.

6. Risk of Loss:

Risk of loss or damage to Buyer’s Unit remains with Buyer at all times, except with respect to loss or damage to an item of the Unit under Vendor’s care, custody, and control following delivery and redelivery.

7. Title:

Title to each item of the Unit(s) remains with Buyer or the owner thereof at all times. Buyer shall grant Vendor a license for the Unit(s) in order to perform the Services under the Agreement.

In the event of an exchange, title shall pass from Vendor to Buyer upon the installation of the exchange part to the Unit or aircraft as the case may be. Title to all new or replacement parts or materials placed on or attached to, installed on or becoming a part of any Unit, that were purchased or otherwise supplied or manufactured by Vendor or its approved subcontractors, remains with Vendor or such subcontractor until installation onto Buyer’s Unit at the time of Services.

8. Warranty:

Vendor warrants that the Services performed on Buyer’s Unit(s) shall be performed in a workmanlike manner and that the parts used therein will be free from defect in material and manufacturer when provided by Vendor. Vendor further warrants the Services performed on



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Buyer's Unit(s) shall fit for its particular purpose and shall be merchantable. This Section shall not limit the any and all warranties granted to Buyer under statute.

If any Services performed by Vendor for Buyer prove to have been performed in a defective manner, then Vendor is obligated and liable, with respect to each defect, to correct or replace such defect in the individual part(s) directly affected. Buyer agrees to advise Vendor within thirty (30) days of the reported failure providing the:

- i. Date of installation;
- ii. Date of failure and hours of operation;
- iii. Aircraft Tail Number (if Unit was installed on an aircraft);
- iv. Nature of failure; and

Unless otherwise agreed to by the Parties, Buyer shall report such warranty claims within the timeframe below:

Overhauled Units: twenty-four (24) months after completion of the Unit or installation date of work performed

Repaired Units: twelve (12) months after completion of the Unit repair or installation date of work performed

Bench Test/Recertification: No warranty shall apply

In the event vendor elects to repair the Unit subject to Buyer's warranty claim, Vendor is limited to the corrective action listed below:

- i. by specialist at the Vendor's repair facility or at another location as determined by BUYER;
- ii. in situ by Vendor; or
- iii. by a third party approved beforehand by Buyer and at Vendor's expense.

Cost of removal, incoming transportation, and reinstallation is included in the price listed in the Agreement. Notwithstanding the foregoing, Vendor will cover the cost of return transportation for repairs deemed to be covered under the warranty policy.

Vendor hereby gives to Buyer, insofar as Vendor or Buyer is entitled, the benefits under parts warranties which may exist in favor of Vendor or Buyer by manufacturers, and will process warranty claims with manufacturers on Buyer's behalf. Any allowance given by manufacturers on warranty claims will be credited to Buyer's account promptly.

9. Suspension of Performance:

Buyer may, by written order, suspend all or part of the Services to be performed by Vendor under the Contract for any period not to exceed ninety (90) Days. Within such period, or any extension thereof to which the Parties may agree, Buyer shall either: (a) cancel such suspension, or (b) terminate the work covered by suspension in accordance with the Termination Section herein.



Section 3. Quality Clauses

The vendor shall maintain a quality management system capable of ensuring requirements for:

- a. the processes, products, and services to be provided as specified on the order. The vendor shall have access to the revision status of identified specifications, drawings, process requirements, work instructions and other relevant technical data necessary to provide product conforming to the requirements specified on the order.
- b. approval of products and services; methods, processes, and equipment; and the release of products and services.
- c. competence, including any required qualification of personnel.
- d. The vendor's interactions with the Buyer.
- e. control and monitoring of the external providers' performance to be applied by the buyer;
- f. Where the Buyer specifies on-site verification or validation activities at the vendor's location on its order, the vendor will allow adequate access.
- g. test, inspection, and verification;
- h. the use of statistical techniques for product acceptance and related instructions for acceptance by the organization;
- i. The vendor shall:
 - implement a quality management system.
 - use customer-designated or approved external providers as specified on the order.
 - notify Buyer of any and all nonconformities regarding processes, products, or services, for both Material already delivered and Material in process. Vendor shall also obtain approval from Buyer for nonconforming product disposition.
 - prevent the use of suspected unapproved , unapproved and counterfeit parts.
 - notify Buyer in writing in advance of any and all: (1) changes to the goods, their specifications, and/or composition, (2) process, product, or services changes, (3) external provider changes, and (4) change of location, if applicable. Vendor shall obtain Buyer's approval of such changes.
 - flow down to the supply chain applicable Buyer requirements including customer requirements as specified in the order
 - provide a certificate of conformity, test reports, or authorized release certificate, as specified on the order.
 - retain records associated with this Order for a minimum of seven (7) years or as specified in the Repair or Purchase Order.



- j. Vendor shall provide the right of access to Buyer, its customers, and regulatory authorities to the applicable areas of facilities involved in the manufacture or supply of the goods or services ordered hereunder and to applicable records, at any level of the supply chain.
- k. The vendor shall maintain a quality management system that ensures persons are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

Section 4. Additional Provisions

The following provisions shall apply to the purchase of goods or services as between the Parties.

1. Price and Taxes:

The prices for the purchase of goods or services shall be set out in the applicable Agreement. The prices set forth in the Agreement are all inclusive, including, but not limited to taxes, the cost of packing, crating, materials and delivery to the DDP (Incoterms 2010) point. Prices are not subject to revision.

2. Delays:

Time is of the essence for performance of this Order. If any goods or services are not delivered within time specified, Buyer in addition to any other remedies provided by law, may refuse to accept all or any part of such goods or services and cancel this order; provided however, neither party will be liable for delays in delivery caused by force majeure which shall include Acts of God, war, fire, flood, explosion or earthquakes or any other cause beyond its control.

In the event of a Force Majeure Event, the obligations of either Party may be extended for a period required in order to allow the other Party the same opportunity to perform its obligations as it would have had in the absence of the relevant Force Majeure Event.

This Section shall not, however, relieve the prevented Party from using its commercially reasonable efforts to avoid or remove such causes and continue performance upon removal or termination of the Force Majeure Event. Each Party agrees to notify the other Party when a Force Majeure Event or an Excusable Delay occurs or is likely to occur, such notification being provided at the earliest possible date, and agrees to continue to advise such other Party of new schedules and/or change thereto. Additionally, within fourteen (14) days upon the cessation of the Force Majeure Event, the prevented Party shall give prompt written notice to the other Party of such cessation. Immediately upon such notification, the Parties shall continue with the performance of its obligations.

3. Termination:

Either Party may terminate the Agreement, if the other Party shall:

- a. Apply for or consent to the appointment of a receiver, trustee, custodian, intervener, or liquidator of itself or of all or a substantial part of its assets;
- b. File a voluntary petition in bankruptcy, admit in writing that it is unable to pay its debts as they become due or generally not pay its debts as they become due;
- c. Make a general assignment for the benefit of creditors;



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- d. File a petition or answer seeking reorganization of an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws;
- e. File an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding; or
- f. Have an involuntary proceeding commenced against it seeking bankruptcy or reorganization or the appointment of a receiver, custodian, trustee, liquidator or other similar official, or all of its assets, and such proceeding shall not be dismissed within 30 days of the filing thereof.

In the event that either Party commences with any of the insolvency circumstances noted directly above, then the other Party may immediately terminate the Agreement, including any work in progress, upon written notice to such other Party, unless the other Party, within fifteen (15) days of such notice, gives adequate assurances of the future performance of the Agreement.

If either Party fails to perform its obligations under the Agreement, written notification will be provided to the defaulting Party. If this failure continues for thirty (30) days after written notification is received, the non-defaulting Party may terminate the Contract immediately upon written notice.

Notwithstanding the foregoing, Buyer shall have the right to terminate the Contract if Vendor:

- a. Commits a breach of any material term of the Contract (or commits a series of minor breaches amounting in total to a material breach), which has not been remedied within five (5) days of receipt of a written notice requiring the remedy of such a breach; or
- b. Files for a voluntary petition in bankruptcy, shall make assignment for the benefits of creditors of all or substantially all of its assets, or shall fail to secure dismissal or an involuntary petition in bankruptcy within sixty (60) Days after the filing thereof.

In the event of termination as described above, such terminating Party shall deliver a Notice of Termination to the other Party specifying the extent of termination and the effective date. Upon Notice of Termination, Vendor shall immediately stop all Services hereunder and shall immediately cause any and all of its suppliers and/or subcontractors to cease work. In no event shall Buyer be liable to Vendor or any third party for any and all losses or damages as a result of the termination including, but not limited to, lost or anticipated profits, or unabsorbed indirect costs.

The premature termination of the Contract by act of the Parties shall not relieve the Parties of any liability, obligations, expenses or charges accrued up to the date of such termination. All rights accruing to the non-defaulting Party up to said date of termination shall remain in full force and effect. Additionally, such terminating act shall in no way affect or impair its right to bring suit or make claim for any default or breach of the Agreement.



4. Inspection:

All services or goods ordered will be subject to inspection and acceptance at destination by Buyer or its authorized representative within a commercially reasonable time. Buyer, at its sole option, may inspect all or a sample of the services or goods, and may reject all or any portion of the services or goods if it determines the services or goods are nonconforming or defective. If Buyer rejects any portion of the services or goods, Buyer has the right, effective upon written notice to Vendor, to: (a) rescind the Order in its entirety; (b) accept the services or goods at a reasonably reduced price; or (c) reject the services or goods and require replacement of the rejected services or goods. If Buyer requires replacement of the services or goods, Vendor shall, at its expense, within five (5) business days replace the nonconforming services or goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective services or goods and the delivery of replacement services or goods. If Vendor fails to timely deliver replacement services or goods, Buyer may replace them with services or goods from a third party and charge Vendor the cost there of and terminate this Order for cause. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Vendor's obligations under the Order, and Buyer shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

5. Indemnity:

Vendor hereby agrees to release, Indemnify, defend and hold Buyer, its subsidiaries, affiliates and shareholders, and all of their respective officers, directors, members, employees, agents, successors and assigns (collectively referred to as the "Buyer Indemnitees") harmless against any and all losses, liabilities, damages, costs, and expenses resulting or arising (directly or indirectly) from (a) infringement or alleged infringement of any United States or foreign patent or any other intellectual property right by the services provided hereunder or by any of the goods delivered hereunder which were designed or manufactured by Vendor; and (b) for deaths of or injuries to any persons whomsoever, and for loss of, damage to delay in delivery or destruction of any property arising out of or in any way connected with the services performed or goods sold hereunder, except only to the extent such loss is caused solely by the gross negligence or willful misconduct of any Buyer Indemnitee. Promptly on a Buyer Indemnitee's request Vendor will defend the Buyer Indemnitees against such claims, actions, proceedings and litigation and further pay any and all such losses, liabilities, costs, and expenses arising from any such claim, demand, action, proceeding, litigation, or settlement relating thereto.

In no event shall the Parties be liable to the other Party or any third party for any indirect, incidental, or consequential, punitive, or any other damages of any kind including, but not limited to, business interruption, loss of customers, loss of data, loss of or damage to reputation or goodwill, loss or liability under or in relation to any other contract, lost revenues, profits, opportunity or anticipated savings and any indirect or consequential loss or damage, for any matter arising out or in connection with the performance or non-performance of the Agreement, whether such liability is asserted on the basis of contract, tort, products liability,



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negligence, statute or otherwise at law, even if a Party has been advised of the possibility of such damages.

6. General:

If there is an express conflict between the terms of this Order and the provisions of any current written agreement between Vendor and Buyer also intended expressly to apply to the goods and/ or services ordered herein, those provisions will control only for those goods and services contemplated both by this Agreement. In filling this order, Vendor and its subcontractor will comply with all applicable federal, state and local laws and the rules and regulations and shall furnish evidence of such compliance as required by Buyer.

7. Assignment:

Vendor may not assign any rights or obligations arising under this Order without the prior written consent of Buyer.

8. Modifications:

No modifications of this Order will be binding on Buyer unless in writing and signed by Buyer or its agent. Usage of trade, course or performance any course of dealing cannot supplement or modify this Order. Buyer reserves the right to make, and Vendor agrees to accept, reasonable changes to this Order, including changes as to packing, leasing, destinations, specifications, designs, and delivery schedules but changes will be authorized by Buyer's written instructions. If such instructions affect delivery or price, Vendor will notify Buyer Immediately, and an equitable adjustment in price s or other terms hereof will be agreed upon in a written amendment to this Order. Buyer's (a) failure to insist on strict performance of any term or condition hereof; (b) failure or delay to exercise any right or remedy provided herein or by law or property to notify Vendor in the event of breach; (c) acceptance of or payment for services or goods hereunder ; or (d) approval of any design will not release Vendor from any of the warranties or obligations of this order and will not be deemed a waiver of any right of Buyer to insist upon strict performance here of or any of its rights or remedies as to any prior subsequent default hereunder ; nor will any purported oral modification or rescission of this Order by Buyer operate as a waiver of any term or condition hereof.

9. Set-off:

Vendor agrees that Buyer may, at any time and from time to time, set-off, recoup or credit any amounts owed to Vendor hereunder against any amounts owed by Vendor to Buyer or any affiliate of Buyer. For the purposes hereof, affiliated means any parent corporation, subsidiary corporation, or corporation or other entity under common ownership or control with Buyer.

10. Governing Law:

This Contract shall be constructed and governed according to the laws of the State of New York, without regard to its conflicts of law provisions. In the event the Parties are unable to amicably resolve a dispute, the Parties hereby irrevocably consent to the jurisdiction of the federal and/or state courts situated in the State of New York, USA. If the Vendor is from a country which has



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ratified the 1980 U.N. Convention on the Contracts for the international Sale of goods, the rights and obligations of the parties shall not be governed by such Convention, but shall be governed by the law of the State of New York. Vendor 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.

All disputes arising in connection with the Agreement, including any question regarding its existence or validity, shall first attempt, in good faith, to resolve such dispute through negotiations between higher level executives who have the authority to settle the controversy. The aggrieved Party shall notify the other Party of the nature of the dispute with sufficient facts to allow such other Party to investigate the aggrieved Party's claims. Within thirty (30) Days of receipt of the aggrieved Party's notice, the Parties shall arrange a meeting to discuss the dispute.

The Parties hereby agree that all disputes under the Contract that are not disposed of by mutual agreement within thirty (30) Days of their initial meeting shall be submitted to arbitration as follows: (a) to the jurisdiction of Court of American Arbitration Association (the "AAA") sitting in New York City, NY; (b) all claims may be heard and determined by a single arbitrator under the AAA Expedited Commercial Rules of Arbitration in the English language, (c) waive any defense of an inconvenient forum, and (d) agree that a final judgment in any such proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

All relevant fees and expenses (including legal fees paid to retained lawyers) paid in connection with a dispute shall be indemnified by the losing Party in favor of the other Party within thirty (30) Days of a judgment being rendered. If the judgment satisfies the claims, in part, the indemnification shall be proportionate to the percentage of satisfied claims.

11. Export:

Vendor understands that any goods, technology, or products manufactured from the technology furnished by Buyer pursuant to this Order 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. Vendor agrees, warrants and represents that it will not export or reexport any goods, technology, or products manufactured from the technology that are the subject of this Order in violation of the export laws of the United States. Vendor shall provide any and all import and export documents



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as requested by Buyer in order to comply with the requirements herein. Should Vendor fail to provide such documents, Buyer shall be entitled to return all or any part of the goods furnished by Vendor. Vendor shall indemnify and hold harmless Buyer from any costs, penalties, fines, damages, expenses or liabilities, including attorney fees incurred by Buyer in connection with any violation of applicable export control laws and regulations by Vendor.

12. Confidentiality:

Vendor acknowledges that it will obtain confidential information provided as a result of this Order, including, without limitation, all provisions of this Order, 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 Vendor's possession and not otherwise confidential or which was received from third parties having a right to disclose such information. Vendor 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. Vendor 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 this Order 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 the terms of this Order. If so required, Vendor may also disclose the Confidential Information in connection with the enforcement of this Order or pursuant to any valid court order, regulation or other lawful order or process compelling such disclosure but only after notifying Buyer of such disclosure prior to its occurrence.

13. Notices and Reporting:

All notices or requests exchanged in connection with the Contract shall cite the applicable provision in the Agreement or these STC and shall be given by first class mail, telex, fax, email, or air carrier delivery, fully prepaid and addressed to each Party at the address set forth in the Agreement.

Any such notice, request, invoice or other communication will be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, on the date of transmission, as shown by confirmation of transmission if delivered by fax, when received into the "inbox" of the recipient and a "read receipt" is returned to the sender if delivered by email, or on the third day following the date of deposit in the United States mail as provided above.

14. 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.



15. Survivability:

If this Order expires, is completed, or is terminated, Vendor shall not be relieved of those obligations contained herein. All the provisions will survive the termination.