

Standard Terms and Conditions of Sale

- 1. Agreement.** The sale by Seller to Customer of aircraft or engine components or ground equipment or parts thereof (individually, an **Item** and collectively, the **Equipment**) under a Sales Order (as defined below) will be governed exclusively by these Standard Terms and Conditions (**STC**). The Sales Order and these STC will form a contract and are hereinafter referred to collectively as the **Contract**. Seller and Customer may be referred to individually as a **Party** and collectively as the **Parties**.

Equipment timely returned for nonconformance, any return of Equipment must be requested by written notice within thirty (30) days from the invoice date, and Seller may elect in its sole discretion to accept or reject such return. If Seller authorizes a return, Seller will issue a Return Merchandise Authorization (**RMA**) number, and Customer must deliver such Equipment to Seller within thirty (30) days from the date of Seller's RMA in the original condition in which sold to Customer and with the original paperwork provided to Customer. Such returned Equipment must be delivered F.O.B (Florida UCC) Seller's Facility, or if originally sold for export, DDP (Incoterms 2020) Seller's Facility. Upon return of such Equipment in full compliance with the foregoing, Customer will receive a credit, net of a 20% restocking fee.
- 2. Order Confirmation.** Except as provided below, Customer's purchase order is subject to written acceptance by Seller, evidenced by Seller's issuance (including by electronic transmission) of a sales order, acknowledgment, confirmation, or other expression of Seller's acceptance (a **Sales Order**). Seller reserves the right to accept purchase orders by performance in lieu of a Sales Order, in which event Seller will be deemed to have issued a Sales Order.
- 3. Pricing and Payment; Taxes.** All payments must be in United States Dollars. Unless otherwise agreed in writing, all balances are due thirty (30) days from the date of Seller's invoice to Customer. All past due amounts will bear interest at a rate of one and one-half percent (1½%) per month or the maximum amount permitted by law from the due date until paid in full. Customer agrees to pay all costs of collection, including attorney's fees. Customer waives any right to set off amounts against any amount owed by Seller to Customer. Seller reserves a purchase money security interest in all Equipment sold and proceeds thereof until payment in full for such Equipment. Seller may file a financing statement or other documentation to evidence or perfect Seller's interest in the Equipment in any appropriate jurisdiction, and Customer agrees to execute and cooperate with recordation of such documentation as may be reasonably requested by Seller. The purchase price of the Equipment does not include any taxes, and Customer is responsible for payment of all taxes (excluding taxes on Seller's income), whether or not invoiced by Seller.
- 5. Delay in Delivery.** Seller will not be liable for any delay in performance due to causes beyond Seller's control, including, but not limited to, delays or refusals to grant export or import licenses or the suspension or revocation thereof, and any other acts or omissions of government; fires, floods, severe weather, and any other acts of God; quarantines, labor strikes, riots, insurrection, acts of criminals or terrorists, and war; and material shortages and delays in delivery by third parties. In the event of any such delay, the delivery date will be extended as reasonably necessary to compensate for such delay.
- 6. Warranty of Title.** Seller will convey good and marketable title to the Equipment sold to Customer on the date of physical delivery thereof.
- 4. Delivery, Inspection, and Return.** Customer acknowledges that any delivery dates provided by Seller are estimates and do not represent a firm delivery commitment. Unless otherwise agreed in writing, delivery terms will be F.O.B. (Florida UCC) Seller's facility or such other facility as Seller may designate (**Seller's Facility**), and where the Equipment is for export, FCA (Incoterms 2020) Seller's Facility. Transportation from Seller's Facility will be at Customer's risk, cost, and expense. Except for any
7. Disclaimer of Warranties. OTHER THAN THE WARRANTY OF TITLE GRANTED HEREIN, NO WARRANTY IS PROVIDED BY SELLER WITH RESPECT TO EQUIPMENT SOLD HEREUNDER, AND EACH ITEM IS SOLD TO CUSTOMER IN "AS-IS" CONDITION. CUSTOMER HEREBY WAIVES AND RELEASES SELLER FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, OBLIGATIONS, DUTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Upon Customer's written request, Seller will assign to Customer any warranties of Seller's suppliers with respect to the Equipment, to the extent assignable, and will cooperate as reasonably requested by Customer to

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facilitate enforcement thereof.

8. **Limitation of Liability.** SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), ARISING FROM, CONNECTED WITH, OR RESULTING FROM EQUIPMENT SOLD HEREUNDER, OR SELLER'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF USE OR DAMAGE TO ANY ENGINE, AIRCRAFT, OR ANY OTHER PROPERTY WHATSOEVER, (A) SHALL NOT EXCEED THE INVOICE AMOUNT FOR THE EQUIPMENT GIVING RISE TO SUCH CLAIM, AND (B) SHALL BE SUBJECT TO THE CONDITION THAT CUSTOMER HAS PROVIDED WRITTEN NOTICE TO SELLER OF THE CLAIM WITHIN THIRTY (30) DAYS FROM THE DATE OF OCCURRENCE. SELLER WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS, OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, RESULTANT, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF THIRD PARTIES, WHETHER BASED ON LAWS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY).
9. **Indemnity.** Customer hereby agrees to indemnify, defend, save and hold harmless Seller, any consignor from whom Seller acquired the Equipment, their respective affiliates, and all of their respective officers, directors, employees, agents, successors and assigns (collectively, the **Seller Indemnitees**), against all responsibilities, losses, liabilities, claims, demands, suits, judgments, damages, costs, and expenses resulting or arising (directly or indirectly) from property damage or injury to or death of any person and any other damages which relate to or arise out of the use, operation, repair, maintenance, or disposition of the Equipment, whether arising from breach of contract or tort (including negligence and strict liability); provided, however, Customer will not be required to indemnify any Seller Indemnitee for claims or liabilities to the extent arising from the gross negligence or willful misconduct of such Seller Indemnitee.
10. **Customer's Insurance.** Customer will carry and maintain in full force and effect third-party liability insurance of the same types and in similar amounts as ordinarily carried by other companies engaged in the same industry and similar business operations as Customer. Such policies of insurance will provide for contractual liability cover as necessary to insure Customer's indemnities hereunder, and will include waivers of subrogation by the insurers for the benefit of the Seller Indemnitees to the extent of the indemnities of Customer set forth in Section 9 hereof. Customer will provide Seller certificates of insurance and endorsements upon Seller's request.
11. **Export Compliance.** Customer understands that the Equipment is subject to export controls under the laws of the United States or any other country from which shipment may be made, including but not limited to the Export Control Act 2002 of the United Kingdom, European Union Council Regulation 428/2009, and the following laws and regulations of the United States: (a) U.S. export 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. §§ 734, 736; (b) 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 (c) the International Traffic in Arms Regulations, 22 C.F.R. §§ 120 et seq. Customer will not export or re-export any Equipment in violation of the export laws of the United States or any other applicable jurisdiction. Seller may cancel the Contract if Customer fails to provide any import and export documents requested by Seller, or if Seller has reason to believe that Customer will not otherwise comply with the requirements herein.
12. **Entire Agreement.** The Contract supersedes any inconsistent terms in Customer's purchase order and any prior or contemporaneous agreements concerning the sale of the Equipment, and contains the entire agreement of the Parties. The Contract may not be modified or amended except by a subsequent written agreement. In case of any inconsistency or conflict between these STC and the Sales Order, these STC will prevail, unless expressly amended in the Sales Order.
13. **Confidentiality.** Customer acknowledges that it may obtain proprietary pricing or other information not publicly available as a result of its purchase of the Equipment (**Confidential Information**). Customer will not disclose Confidential Information except: (a) to its officers, directors, attorneys, accountants, lenders, members, and employees (as may be

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required in the course of its purchase of the Equipment), who agree to maintain confidentiality thereof, or (b) in connection with the enforcement of the Contract or pursuant to any valid court order, regulation, or other lawful order or process compelling such disclosure, after prior written notice to Seller.

14. **Trademarks; Intellectual Property.** The Contract does not give either Party the right to use the trademarks or logos of the other or grant any rights to any intellectual property owned or licensed by the other Party, except as otherwise agreed in writing.
15. **Severability.** If any term, clause or provision contained herein is declared or held invalid or unenforceable by any arbitrator or court of competent jurisdiction, such declaration will not affect the validity or enforceability of any other term, clause or provision hereof.
16. **Survivability.** All representations and agreements made by the Parties will survive the completion and/or termination of the Contract.
17. **Waiver.** Failure or delay in the exercise of any right or remedy under the Contract will not waive or impair such right or remedy. Any waiver given must be in writing.
18. **Governing Law; Venue.** All matters arising under the Contract or in connection with the Equipment will be governed by and construed in accordance with the laws of the State of Florida, USA. Customer hereby irrevocably consents to the non-exclusive jurisdiction of the United States federal or Florida state courts located in Broward County, Florida, USA, and agrees to pay all costs and expenses, including reasonable attorney's fees incurred by Seller in any action to enforce its rights hereunder. Customer hereby waives (a) the right to jury trial in any proceedings, (b) any objections to venue and inconvenient forum in the state and federal courts referred to in this section, and (c) any objections to service of process by certified or registered mail. The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.
19. **Optional Arbitration for International Sales.**
 - (a) If Customer's headquarters or principal base of operations is located outside the United States or the Equipment is for export, then either Party may elect by written notice to the other, given not later than seven (7) days after service of process in any court action arising under the Contract, that such dispute be settled in accordance with the International Arbitration

Rules (the **Rules**) of the American Arbitration Association as then in force. The International Centre for Dispute Resolution (**ICDR**) will administer the arbitration. Where there is conflict between the Rules and this Section 19, the provisions of this section will govern.

- (b) Within ten (10) days following either Party's election of arbitration hereunder, the Parties will appoint one arbitrator from a list of five attorneys selected on the basis of their experience in and knowledge about aviation and commercial transactions, which list will be supplied by ICDR. If the Parties fail to agree on the appointment of an arbitrator within such period, ICDR will appoint an arbitrator from its panel of arbitrators at the request of either Party. The arbitrator will be jointly compensated by the Parties at a rate determined by ICDR, and the Parties will share other costs of the proceedings equally, subject to the arbitrator's award of costs provided for below.

- (c) The arbitration will take place in Fort Lauderdale, Florida, U.S.A., and the proceedings will be in English.

- (d) The award of the arbitrator may be for monetary damages, an order requiring the performance of non-monetary obligations (including specific performance) or any other appropriate order or remedy, except that the arbitrator will have no power to award punitive, non-compensatory or exemplary damages. Any award may include costs, including, but not limited to, the cost of the arbitrator and a reasonable allowance for attorneys' fees, and prejudgment interest. The arbitrator may issue interim awards and order any provisional measures which should be taken to preserve the rights of either Party. Upon written request of either Party made in advance of any award, the arbitrator will supply the reasons on which the award was based.

- (e) Any award will be payable in U.S. Dollars and will be the final disposition on the merits. Judgment upon the award may be entered by any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

- (f) Without prejudice to the authority of the arbitrator hereunder, should either Party seek a temporary restraining order, replevin, prejudgment attachment or preliminary injunctive or other extraordinary relief, the court will retain jurisdiction to act.

20. **Notices.** All notices and other communications under, or in connection with, the Contract will be effective when given in writing by hand delivery,

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registered or certified mail, overnight courier service, or email. The address and email details for notices to each Party will be as set forth in the Sales Order.