



## Standard Terms and Conditions for Sale of Services

- 1. Agreement:** These Standard Terms and Conditions for Sale of Services (**Terms**) govern the relationship between GA Telesis Component Repair Group Southeast, LLC (**CRGSE**) or GA Telesis Composite Repair Group, LLC (**CRG**), (each a **Supplier**), and Customer for the performance of maintenance, repair, overhaul, inspection, and/or testing services (**Services**) in respect of Customer's aircraft parts or components (individually, a **Part** and, collectively, **Parts**). These Terms will supersede any terms and conditions offered by Customer and any prior or 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. If Customer independently issues a purchase order that is not responsive to a quotation received from Supplier, then Supplier's acceptance thereof will be expressly conditional upon Customer's acceptance of these Terms, even if these Terms are different from any terms and conditions offered by Customer. Any contract created by Customer's acceptance of Supplier's quotation or by Supplier's acceptance of Customer's purchase order is referred to herein as the **Contract**.
- 2. Supplier Qualifications:** Supplier warrants that it holds, and will at all times maintain, a FAR 145 Repair Station Certificate with ratings applicable to performance of the Services. All work will be released under FAA and/or EASA authority. Customer will also accept third-party FAA or EASA Airworthiness Approval Tags.
- 3. Pricing and Payment:** Prices quoted by Supplier do not include local, state or federal taxes. Any sales, use or similar tax arising from the Services will be paid by Customer. Supplier will issue an invoice for the Services, including over and above charges, upon completion thereof. Customer will pay all amounts invoiced within thirty (30) calendar days of Supplier's invoice date or as otherwise provided for in the Contract, unless Customer is an entity listed in the United States Office of Foreign Asset Control (**OFAC**) Sectoral Sanctions Index, in which case Section 13(b) of these Terms will supersede this Section 3. All payments shall be made in United States Dollars. All past due amounts will bear interest at a rate of (i) one and one-half percent (1 ½%) per month or (ii) the maximum amount permitted by law, as determined at the sole discretion of Supplier, commencing on the due date until the date the invoice amount is paid in full. Customer agrees to pay all costs of collection, including attorney's fees, in the event it becomes necessary to enforce the payment of Supplier's invoices. Customer has no right to set off charges invoiced against any amount owed by Supplier to
- Customer. Without prejudice to such statutory or common law liens as may apply, Customer grants to Supplier a security interest in the Parts, and in such other property of Customer as may be located at Supplier's facility or otherwise in Supplier's custody or control, until such time as Customer has paid all invoiced charges in full. Customer agrees to execute any financing statement requested by Supplier to perfect its security interest in the Parts. Supplier may set off the invoiced charges and any other amounts owed to Supplier or its affiliates by Customer or its affiliates, whether or not liquidated, against sums due to Customer or its affiliates.
- 4. Delivery Terms:** Delivery terms are DDP Supplier's facility (Incoterms 2020), 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 or return of Parts to Customer are FCA Supplier's facility (Incoterms 2020), or such other facility as Supplier may designate.
- 5. Beyond Economical Repair (BER):** A Part is deemed BER when repair or overhaul costs exceed sixty-five percent (65%) of its fair market value. Supplier will notify Customer of items deemed BER, and Customer will provide disposition instructions to Supplier (e.g., return as-is; scrap; or repair at quoted price) within seven (7) business days. If Customer requests that Supplier scrap a Part in-house, Supplier reserves the right to salvage any serviceable and repairable piece parts.
- 6. Storage:** Parts in Supplier's possession pending Customer's approval of a quotation for Services will be held in storage, and any shipping containers will be placed in an outdoor area. If Customer has not accepted Supplier's quotation or retrieved the Parts by the last day of the period notified in the quotation, the quotation will be withdrawn and Supplier will have the right to charge for storage or to dispose of the Parts, including any shipping containers, at Supplier's sole discretion. Supplier disclaims any responsibility for loss or damage to shipping containers remaining in its possession after ninety (90) days.
- 7. Customer-Furnished Parts:** All Parts delivered by Customer to Supplier to be used in the performance of Services on another Part shall: (i) be free from damage and defects; (ii) have an original equipment manufacturer (**OEM**) list price minimum of Two Thousand United States Dollar (\$2,000); and (iii) be accompanied by an FAA Form 8130-A Authorized Release Certificate (which is not more than five years old). For serviceable Parts, Supplier will charge Customer a minimum inspection fee of Two Hundred



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Fifty United States Dollars (\$250) plus five percent (5%) of the OEM list price for each Part furnished by Customer. If Customer requires a Customer-furnished Part to be released with an EASA Airworthiness Approval Tag, such Part must be accompanied by an FAA Form 8130-A Authorized Release Certificate. Otherwise, Supplier will conduct an internal inspection of the Customer-furnished Part and will charge Customer a minimum inspection fee (in addition to the inspection fee for serviceable Parts) of Two Hundred Fifty United States Dollars (\$250) for each Part furnished by Customer. SUPPLIER DOES NOT PROVIDE ANY WARRANTY WHATSOEVER FOR CUSTOMER-FURNISHED PARTS.

8. **Force Majeure and Excusable Delay:** Supplier will not be liable for any delay or failure in performance hereunder to the extent such delay or failure is due to causes beyond Supplier's reasonable control and not occasioned by its fault or negligence, including but not limited to, (a) acts of God or the public enemy, embargoes, war, insurrections or riots, fires, floods, explosions, earthquakes or serious accidents, quarantine or other restrictions imposed by any governmental entity, strikes and labor disputes (each a **Force Majeure Event**); (b) major additional work to be performed on the Part which was not reasonably foreseeable and not occasioned by Supplier; (c) Customer not complying with its obligations under these Terms (including, but limited to, the delivery of the Part); (d) any material shortage or delay of services of a third-party service provider due to reasons beyond Supplier's reasonable control; (e) the time required for approval by 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; (f) Customer's failure to provide Supplier with information, records, approvals, and/or authorizations within twenty-four (24) hours (forty-eight (48) hours during weekends) from Supplier's request to enable Supplier to proceed with the timely processing of the Part; (g) the Part being delivered to Supplier with either damage or missing parts which cannot be readily replaced; or (h) or any other cause beyond Supplier's reasonable control (any delays caused by the events described in clauses (b) through (h) above being hereinafter referred to as **Excusable Delay**). Upon the occurrence of a Force Majeure Event or an Excusable Delay, Supplier will promptly notify Customer and any turnaround time (**TAT**) quoted by Supplier to Customer will be extended for such time as may be reasonably necessary to compensate for any delays caused by such events.
9. **Warranty:** Supplier warrants that the Services will be free from defects in workmanship; provided that 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 Services that are found to be defective in workmanship under this limited warranty policy within (i) with respect to Services provided by CRGSE, twelve (12) months for overhauled Parts and six (6) months for repaired Parts, and (ii) with respect to Services provided by CRG, thirty-six (36) months for overhauled Parts and eighteen (18) months for repaired Parts. Customer agrees to notify Supplier in writing within fourteen (14) calendar days of the purported failure of any Part during the warranty period, providing reasonable details regarding such failure. Customer's failure to provide such notice within this timeframe will result in forfeiture of any warranty claim. Supplier's warranty does not apply to Parts supplied by third parties, however, to the extent permitted by the manufacturer or supplier of any such Parts, Supplier will assign any warranties with respect to such Parts to Customer. If no defects are found in a Part returned for warranty service, or if such Part is subject to any of the exclusions from warranty coverage hereunder, Customer will be liable for the cost of testing, re-certification, parts, labor and shipping costs incurred to return the Part to serviceable condition. 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 repaired or altered by a third party, are excluded from warranty coverage hereunder. Customer will be responsible for the cost of removal, incoming transportation, and reinstallation for all Parts, and Supplier will be responsible for the cost of return transportation for Parts determined by Supplier to be covered under this warranty. All Parts must be shipped to Supplier packed in the original or comparable packing.
10. **Disclaimer of Warranties:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SUPPLIER AND THE REMEDIES OF CUSTOMER SET FORTH IN SECTION 9 (WARRANTY) ABOVE ARE EXPRESSLY IN LIEU OF, AND CUSTOMER HEREBY WAIVES AND RELEASES, ANY OTHER WARRANTIES, AGREEMENTS, CONDITIONS, DUTIES, GUARANTEES, OBLIGATIONS, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE SERVICES OR ANY PART, INCLUDING WITHOUT LIMITATION (I) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (II) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE



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OF TRADE. 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 AUTHORIZED OFFICERS OR REPRESENTATIVES.

11. **Limitation of Liability and Indemnity:** Except as provided in Section 9 (Warranty) herein, neither Supplier, its affiliates, nor any of their respective employees, officers, directors, members, agents, contractors, or subcontractors (each an **Indemnitee**), 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 such Indemnitee, in which case such liability will be limited to the price paid for the Services with respect to such Part. Customer will defend, indemnify and hold harmless each 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 or any such Part except to the extent that any such Claim is caused by the gross negligence or willful misconduct of such Indemnitee. In no event will any Indemnitee 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 Services, any Part, or the performance or non-performance of these Terms, whether such liability is asserted on the basis of contract, tort or otherwise, even if Supplier has been advised of the possibility of such damages.
12. **Customer's Insurance:** During the performance of Services and for a period of two (2) years after redelivery of the Part(s) to Customer, 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 Customer's industry with similar business operations as Customer. 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; and (vi) indicate that coverage afforded to Supplier shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any insured; name Supplier as

an additional insured to the extent of Customer's indemnity obligations under these Terms. Customer will provide Supplier with certificates of insurance and endorsements upon request.

13. **Trade Compliance:** (a) Customer understands that any Parts, technology, or products purchased from Supplier or serviced by Supplier may be 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 or serviced by 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 will be entitled to discontinue the Services. (b) Entities subject to OFAC's Sectoral Sanctions are limited in the credit terms Supplier can offer. If Customer is or becomes subject to such sanctions, Customer will receive no better than 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.
14. **Governing Law; Venue:** All matters relating to or arising under or in connection with the Contract or the Services will be governed by and construed in accordance with the laws of the State of Florida. Customer hereby irrevocably consents to the non-exclusive jurisdiction of the United States federal or Florida state courts located in Broward County, Florida and agrees to pay all costs and expenses, including reasonable attorneys' fees incurred by Supplier 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 14; and (c) any objections to service of process by overnight courier or certified mail, return receipt requested.



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15. **Confidentiality:** Customer acknowledges that it may obtain confidential information provided as a result of its purchase of the Services (**Confidential Information**). Customer agrees to keep such information strictly confidential and will not disclose it except: (a) to such of its employees, officers, directors, members, attorneys, accountants, and lenders who are required to know the Confidential Information in connection with the Contract or in the course of performance of the Services and who agree to maintain the 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 but only after prior written notice to Supplier.
16. **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.
17. **Entire Agreement:** The Contract embodies the entire agreement and understanding of the parties and Supplier rejects any of Customer's inconsistent terms and conditions and such shall not vary or be part of the Contract unless specific and explicit references to changes to the Contract are made in writing by an authorized representative of Supplier.
18. **Severability:** If any term, clause, or provision contained herein is declared or held invalid or unenforceable by any court of competent jurisdiction, such declaration will not affect the validity or enforceability of any other term, clause or provision hereof.
19. **Survivability:** These Terms shall survive and continue in force with respect to the Contract following completion or termination thereof (for any reason).
20. **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 a writing signed by the party against which enforcement is sought.
21. **Optional Arbitration for International Sales:**
- (a) If Customer's headquarters or principal base of operations is located outside the United States, or the Services are rendered on Parts 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 by one arbitrator. The International Centre for Dispute Resolution (**ICDR**) will administer the arbitration. Where there is conflict between the Rules and this Section 21, the provisions of this Section 21 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 the period provided for above, 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 in subpart (d).
- (c) The arbitration, including the rendering of the award, 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, alternatively or cumulatively, 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 at whatever rate the arbitrator may deem appropriate. 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 rendered by the arbitrator will be payable in U.S. Dollars and will be the final disposition on the merits. Judgment upon the award rendered 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.
22. **Notices:** All notices and other communications under, or in connection with, the Contract will be effective when given in writing by hand delivery, registered or certified mail, overnight courier service, or email. The address, facsimile and email details for notices to each party will be as set forth in the Contract, or as otherwise notified by either party to the other from time-to-time in writing.