



GA Telesis, LLC

Standard Terms and Conditions for Purchases of Goods and Services

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 or providing services 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 will apply to all transactions between Buyer and Vendor and are deemed to be accepted by Vendor upon delivery to Buyer 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 unless expressly agreed to in a subsequent writing signed by an authorized representative of 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 with respect to the goods or services purchased, and supersedes all previous agreements, proposals, arrangements and stipulations with respect to the same subject matter. 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.

1. Purchase of Goods

1.1 Acceptance

This Purchase Order (this “**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; it is an offer to Vendor to contract on the terms set forth herein, and such offer expressly limits acceptance by Vendor to the terms set forth herein. These STC supersede and replace all terms and conditions appearing or referred to on any proposal, acknowledgement, or acceptance or any other communication issued by Vendor in connection with this Order.

1.2 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 no 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.

1.3 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 Order.

1.4 Traceability

New Parts

All new parts must be traceable to the Production Approval Holder (“**PAH**”). An authorized release document from the applicable civil aviation authority regulating such PAH must accompany the new component. For example, new components released by a U.S., EU or Canadian PAH must be documented as a new part on FAA Form 8130-3, EASA Form 1, or Transport Canada Civil Aviation (“**TCCA**”) Canadian Form One, as applicable.

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 include an FAA Form 8130-3 single release, an FAA Form 8130-3 issued as a dual release, an EASA Form 1 dual release, or a TCCA Canadian Form One, in each case as applicable and as specified on the Order.
- Must include a Non-Incident/ Non-Accident letter stating that the parts have not been involved in an incident/accident, subjected to severe stress or heat, or submersed in salt water.
- Must comply with all Airworthiness Directives and associated Service Bulletins.

1.5 Delivery and Packaging

Unless otherwise agreed in writing, delivery terms will be F.O.B. Vendor’s facility, and where goods are for export, FCA (Incoterms 2020) Vendor’s facility. Transportation from Vendor’s facility will be at Buyer’s risk and expense.

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.

1.6 Title and Risk of Loss

Title and risk of loss of goods purchased hereunder will be borne by Buyer from and after the delivery thereof to Buyer.

1.7 Termination for Convenience

Buyer may at any time prior to delivery terminate this Order for its convenience, in whole or in part, by written (including email) 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 goods to fill this Order and is unable to make other commercially reasonable disposition of such goods, Buyer shall reimburse Vendor the cost incurred for the 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 reasonably possible. Buyer’s liability under this paragraph will not exceed the aggregated price specified in this Order.

1.8 Returns

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

1.9 Warranties

Vendor warrants that (a) all goods when delivered will be merchantable and free from defects in workmanship and material, will conform strictly to the specifications, drawings,



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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 claims of all persons; (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 Buyer, including intellectual property rights with respect to any goods designed or manufactured by Vendor. All warranties shall run to Buyer, its successor's assigns, and all persons to whom goods may be resold.

2. Purchase of Services

2.1 Terms of Agreement and Acceptance

Vendor will arrange and carry out maintenance, repair, and/or overhaul services ("Services") with respect to 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 Agreement.

Vendor acknowledges and agrees that the performance of Services without specific written objection, constitutes acceptance of the Contract, including these STC, as the entire agreement between the Parties with respect to the subject matter.

2.2 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 FAA, EASA, or other applicable civil aviation authority regulating aviation maintenance, repair, and overhaul procedures, as identified by Buyer, and in accordance with Vendor's Quality Manual and Procedures and Vendor's maintenance program to the extent not contrary therewith.

Vendor warrants that it holds and will maintain all required civil aviation authority certifications and other approvals applicable to performance of the Services being provided.

2.3 Right to Subcontract

- a. Vendor may subcontract the performance of Services only with the express prior written 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 2.2 above, and shall be approved for the purpose by the FAA or any other applicable Airworthiness Authority. The performance of Services by any subcontractor shall not relieve Vendor of any of its obligations under the Contract.
- b. If specified in Buyer's Order, Vendor shall use Buyer's designated approved external provider for any special processes being subcontracted.

2.4 Terms of Payment

Unless otherwise provided for in the Contract, Vendor shall issue a monthly invoice for the Services and email a copy of such invoice to Buyer at ap@gatelesis.com. All invoices submitted by Vendor for payment shall be payable in United States Dollars ("USD") and net 30 days (or otherwise agreed terms) at the location identified therein. Payment will be deemed to have been made upon Buyer's wire of payment.

If Buyer disputes any charge in an 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

thereafter commence dispute negotiations as set forth in Section 4.10 of these STC.

2.5 Delivery, Redelivery and Packing

Unless otherwise provided for in the Contract, Buyer shall prepare and package the Unit(s) in accordance with ATA-300 and deliver them to Vendor's repair facility at Buyer's risk and expense. Upon completion of Services, Vendor will repackage the Unit(s) in Buyer's original packaging or comparable packaging, in accordance with ATA-300, and redeliver the Unit(s) to Buyer at Vendor's repair facility.

2.6 Risk of Loss

Risk of loss or damage to Units remains with Buyer at all times, except while Units are under Vendor's care, custody, and control following delivery and prior to redelivery.

2.7 Title

Title to each item of the Unit(s) remains with Buyer or the owner thereof at all times. To the extent necessary, Buyer will grant Vendor a license to perform the Services on the Units.

In the event of an exchange, title will pass from Vendor to Buyer upon the installation of the exchange part to the Unit or aircraft, as applicable. 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 performance of the Services.

2.8 Warranty

Vendor warrants that the Services performed on Buyer's Unit(s) shall be performed in a workmanlike manner and will be free from defects, and that the parts used therein will be free from defects in material and manufacture. Nothing herein shall limit any warranties to which Buyer is entitled pursuant to applicable law.

If any Services performed by Vendor prove to be defective, Vendor will correct such defect by repairing or replacing the affected Unit(s). Buyer agrees to advise Vendor within thirty (30) days of the reported failure, providing (a) date of installation, (b) date of failure and hours of operation, (c) aircraft tail number (if the Unit was installed on an aircraft), and (d) the nature of the failure. Unless otherwise agreed to by the Parties, warranty claims must be reported within (i) twenty-four (24) months after the installation date of the Unit for overhauled Units, and (ii) twelve (12) months after the installation date of the Unit for repaired Units;

If Vendor elects to repair the Unit subject to Buyer's warranty claim, Vendor will perform the repair itself, either in situ, at Vendor's repair facility or at another location as agreed with Buyer, or arrange for a third party approved by Buyer to perform the repairs. Cost of removal, incoming transportation, and reinstallation is included in the price listed in the Agreement. Vendor will cover the cost of return transportation for repairs covered under the warranty.

Vendor hereby assigns or otherwise transfers to Buyer, insofar as Vendor is able to do so, the benefits under any parts warranties by manufacturers or suppliers in favor of Vendor and will process warranty claims with such manufacturers or suppliers on Buyer's behalf. Any allowance given by manufacturers or suppliers on warranty claims will be promptly credited to Buyer's account.

2.9 Suspension of Performance:

Buyer may, by written notice, 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)



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terminate the work covered by such suspension in accordance with section 4.3 (Termination) of these STC.

3. Quality

The conformance of goods or Services (including related documents) supplied by Vendor will be measured. Should performance be deemed unacceptable, a corrective action plan may be required, in addition to corrective action for specific non-conformances. Vendor agrees to work with Buyers to resolve root causes and implement corrective actions of these issues.

Vendor will maintain a quality management system capable of:

- ensuring that goods or Services to be provided are as specified in the Order. Vendor will have access to the revision status of identified specifications, drawings, process requirements, work instructions and other relevant technical data necessary to provide goods or Services conforming to the requirements specified in the Order;
- monitoring and managing approval of goods or Services; methods, processes, and equipment; and the release of goods or Services;
- ensuring competence, including any required qualification of personnel;
- monitoring and managing Vendor's interactions with the Buyer;
- monitoring and measuring test, inspection, and verification processes and procedures;
- employing statistical techniques for acceptance of goods or Services and related instructions for acceptance by the organization; and
- ensuring that persons are aware of their contribution to conformity of goods or Services, their contribution to product safety, and the importance of ethical behavior.

Vendor shall:

- use customer-designated or approved external providers as specified in the Order;
- notify Buyer of any nonconformities regarding goods or Services, for both Units already delivered and Units in process. Vendor shall also obtain approval from Buyer for nonconforming goods disposition;
- prevent the use of suspected unapproved, unapproved, and counterfeit parts;
- notify Buyer in writing in advance of any changes to (1) the goods, their specifications, and/or composition, (2) processes or services, (3) external providers, and (4) location, if applicable, and 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 in the Order;
- retain records associated with an Order for a minimum of seven (7) years or as otherwise specified in such Order;
- allow adequate access at Vendor's location where Buyer's Order specifies on-site verification or validation activities; and
- 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 goods or services ordered hereunder and to applicable records, at any level of the supply chain.

4. Additional Provisions

4.1 Price and Taxes

Prices for goods or Services will be set out in the applicable Agreement and shall be all inclusive, including, but not limited to taxes, the cost of packing, crating, materials and delivery

DDP (Incoterms 2010) to the specified place. Prices are not subject to revision.

4.2 Delays

Time is of the essence for performance of Orders. If any goods or Services are not delivered within the 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 or may cancel the Order; provided however, neither Party will be liable for delays in delivery caused by events or circumstances beyond its reasonable control, including but not limited to widespread strikes, civil unrest, war, fire, flood, explosion, earthquakes, or acts or omissions of government, (collectively, "**Force Majeure Events**").

In the event of a Force Majeure Event, the obligations of the affected Party may be extended for a period required in order to allow such 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 affected 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. The affected Party agrees to promptly notify the other Party when a Force Majeure Event occurs or is likely to occur and agrees to continue to advise such other Party of new schedules and/or change thereto. Additionally, upon the cessation of the Force Majeure Event, the affected Party will give prompt written notice to the other Party of such cessation and shall continue with the performance of its obligations as soon as reasonably practicable.

4.3 Termination

Either Party may terminate the Contract if the other Party:

- a. Applies for or consents to the appointment of a receiver, trustee, custodian, intervener, or liquidator of itself or of all or a substantial part of its assets;
- b. Files a voluntary petition in bankruptcy, admits in writing that it is unable to pay its debts as they become due or generally fails to pay its debts as they become due;
- c. Makes a general assignment for the benefit of creditors;
- d. Files a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws;
- e. Files an answer admitting the material allegations of, or consents to, or defaults in answering, a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding; or
- f. Has 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 or substantially all of its assets, and such proceeding shall not be dismissed within 30 days of the filing thereof.

Upon the occurrence of any of the foregoing events with respect to either Party, the other Party may immediately terminate the Contract, including any work in progress, upon written notice to the affected Party.

If either Party fails to perform its obligations under the Contract, and such failure continues for thirty (30) days after written notification is received from the other Party, the non-defaulting Party may terminate the Contract immediately upon written notice.

Upon receipt of a notice of termination from Buyer as described above, Vendor will immediately stop all Services and cause its suppliers and/or subcontractors to cease work. In no event will Buyer be liable to Vendor or any third party for any losses or damages resulting from such termination including, but not limited to, lost profits.



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Termination of the Contract as provided herein will not relieve either Party 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 and such termination will not affect its right to bring suit or to make a claim for damages.

4.4 Inspection

All Services or goods ordered will be subject to inspection and acceptance 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 that they 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 the replacement thereof. 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 reimburse Buyer 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 thereof and terminate the Order for cause. Any inspection or other action by Buyer under this Section will not reduce or otherwise affect Vendor's obligations under the Order, and Buyer will have the right to conduct further inspections after Vendor has carried out its remedial actions.

4.5 Indemnity

Vendor hereby agrees to release, indemnify, defend, and hold Buyer, its subsidiaries, affiliates, and shareholders, and their respective officers, directors, members, employees, agents, successors and assigns (collectively referred to as the "**Buyer Indemnitees**") harmless from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable legal fees and expenses) resulting or arising (directly or indirectly) from (a) infringement or alleged infringement of any 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; (c) for any violation by Vendor of applicable laws, including without limitation applicable export control laws, and (c) for deaths of or injuries to any persons whomsoever, and for loss of or damage to any property arising out of or in any way connected with the Services performed or goods sold hereunder, except that Vendor need not indemnify any Buyer Indemnitee hereunder to the extent that such loss is caused solely by the gross negligence or willful misconduct of such Buyer Indemnitee. Promptly upon 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 either Parties be liable to the other Party for any indirect, incidental, or consequential, punitive, or other similar damages of any kind including, but not limited to lost revenues, profits, opportunity or anticipated savings and any indirect or consequential loss or damage, for any matter arising out of or in connection with the performance or non-performance of the Contract, whether such liability is asserted on the basis of contract, tort, products liability, negligence, statute or otherwise at law, even if a Party has been advised of the possibility of such damages.

4.6 General

If there is any conflict between the terms of an Order and the provisions of the Contract, the provisions of the Contract will control. In filling an Order, Vendor and its subcontractor will comply with all applicable federal, state, and local laws, rules and regulations and shall furnish evidence of such compliance as required by Buyer.

4.7 Assignment

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

4.8 Modifications

No modifications of the Contract or any 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 the Contract or any Order. Buyer reserves the right to make, and Vendor agrees to accept, reasonable changes to any Order, including changes as to packing, leasing, destinations, specifications, designs, and delivery schedules but any such 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 prices or other terms hereof will be agreed upon in a written amendment to the 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 properly 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 the Contract or any 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 the Contract or any Order by Buyer operate as a waiver of any term or condition thereof.

4.9 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, "**affiliate**" means any parent or subsidiary of Buyer, or any entity under common ownership or control with Buyer.

4.10 Governing Law and Dispute Resolution:

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Vendor hereby irrevocably consents to the non-exclusive jurisdiction of the federal and/or state courts located in Broward county, Florida, USA. Vendor 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.

4.11 Optional Arbitration for International Transactions

- a. If Vendor's headquarters or principal base of operations is located outside the United States, 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 4.11, the provisions of this Section will govern.
- b. Within ten (10) days after 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. Interest will run on any award at such rate from the date of the award until payment in full. The arbitrator may issue interim awards and order any provisional measures which should be taken to preserve the respective 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.

4.12 Export

Vendor understands that any goods, technology, or products manufactured from the technology furnished by Buyer pursuant to the Contract are subject to export controls under the laws of the United States or any other country from which such goods, technology or products may be exported, 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: (i) 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; (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 will not export or reexport any goods, technology, or products manufactured from the technology that are the subject of the Contract in violation of the export laws of the United States or any other applicable jurisdiction. Buyer may cancel the Contract and return all or any part of the goods furnished by Vendor if Vendor fails to provide any import or export documents requested by Buyer or if Buyer has reason to believe that Vendor will not otherwise comply with the requirements herein.

4.13 Confidentiality

Vendor acknowledges that it will obtain confidential information provided as a result of the Contract, including, without limitation, all provisions of any Order, drawings, specifications, schematics, and formulae ("**Confidential Information**"). Vendor agrees to keep Confidential Information strictly confidential and will not disclose nor use Confidential Information for any purpose whatsoever, except (a) 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 the Contract, 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 Buyer.

4.14 Notices and Reporting

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 and email details for each Party will be as set forth in the applicable Order.

4.15 Severability

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

4.16 Survivability

All representations and agreements made by the Parties will survive the completion and/or termination of the Contract.

4.17 Vendor's Compliance with the GA Telesis Supplier Code of Conduct

Vendor agrees that it is subject to and will comply with the GA Telesis Supplier Code of Conduct that can be found at: <https://www.gatelesis.com/wp-content/uploads/2025/06/Supplier-Code-of-Conduct-Final.pdf>