



Standard Terms and Conditions of Sales and Service (ver. 2.5)

Revised: 04/01/2024

The following Terms and Conditions apply to each Company Sales Transaction, and to each Company Service Transaction and these Terms and Conditions take precedence over any other terms and conditions that may apply to a Company Transaction. These Terms and Conditions are automatically incorporated by reference into each Quote and each Sales Order issued by Company.

These Terms and Conditions are divided into the following Articles, which apply in the described circumstances:

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ARTICLE 1: General Terms and Conditions

- I. **Definitions.** For purposes of these Terms and Conditions, the following definitions apply.
- A. **“Accepted”** has the meaning described in section **VIII** of these Terms and Conditions.
 - B. **“Article”** has the meaning found in 14 C.F.R. § 21.1(b)(2).
 - C. An **“Authorized Release Document”** means a document as described in 14 C.F.R. § 21.137(o) or 14 C.F.R. § 43.9(a) and includes corollary release documents issued under the legal authority of another national aviation authority that has entered into a bilateral aviation safety agreement with the United States.
 - D. The term **“Authorized Repair Facility”** means an appropriately rated facility, from the Company list of authorized repair facilities, that is designated by the Company.
 - E. An Article is considered **“Beyond Economic Repair”** when the estimated cost to return the Article to overhauled condition, in Company’s sole opinion, would exceed 70% of current OEM list price for the same Article. For an Article for which there is no current OEM list price, the Article is considered **“Beyond Economic Repair”** when the estimated cost to return the Article to overhauled condition, in Company’s sole opinion, would exceed 70% of fair market value of a comparable overhauled Article; in such an analysis, “fair market value” will be assessed at the reasonable discretion of Company.
 - F. In the case of a Company Sales Transaction, **“Buyer”** means a Person that has addressed a Request for Quote and/or a Purchase Order to Company. In the case of a Company Service Transaction, **“Buyer”** means a Person that has requested services from Company, including maintenance or alteration services. For purposes of a Transaction, a Person continues to be a Buyer through the end of the Transaction, and after the Transaction.
 - G. **“Claim”** has the meaning described in Section **XII** of these Terms and Conditions.

- H. **“Company”** means Skylink, Inc.
- I. A **“Company Repair Quote”** means any Company offer to provide a service.
- J. A **“Company Quote”** means any Company offer to sell a Good, including documents labelled as “quote.”
- K. A **“Company Sales Transaction”** is any sale or contemplated sale of Goods by Company to a Buyer and includes a Quote and/or a non-consummated offer of sale.
- L. A **“Company Service Transaction”** is any sale or contemplated sale of services by Company to a Buyer and includes a Company Repair Quote, and/or an Exchange Transaction, and/or a non-consummated offer to provide services.
- M. A **“Company Transaction”** or a **“Transaction”** is any Company Sales Transaction and/or Company Service Transaction.
- N. **“Cover Goods”** are any goods offered (or provided) by Company to Buyer that do not fully conform to the Buyer’s Purchase Order, but that are believed to reflect acceptable replacement goods. Cover Goods shall include Goods with alternative part numbers, Goods subject to different revision levels, Goods with different software levels than specified, Goods with different service bulletin implementations, and Goods that vary in any way from the description in the Purchase Order.
- O. **“Destination Company Facility”** means Skylink, Inc., 2800 South Financial Court, Sanford, FL 32773 unless a different address has been identified by Notice from Company to Buyer.
- P. A **“Domestic Transaction”** means any Company Sales Transaction in which (1) the Buyer’s address shown on the Buyer’s Purchase Order is located in the United States, and (2) each destination shown on the Buyer’s Purchase Order is located in the United States, and (3) all payments for the transaction are coming from accounts in the United States.
- Q. **“Ex Works”** is a delivery term which has the same meaning and connotation as the term has in Incoterms 2020.
- R. **“Goods”** means parts, materials, tools, software, drawings, data, manuals or any items that are required to be delivered pursuant to, or in connection with, a Purchase Order. It includes Articles but it may also include goods that are not Articles.
- S. **“Inspection Period”** has the meaning described in section **VIII** of these Terms and Conditions.
- T. An **“International Transaction”** means any Company Sales Transaction that is not a Domestic Transaction.
- U. **“Notice”** means a notification provided by one Party to the other er Party using the methods and standards shown in the Notice section **XXV**.
- V. **“Person”** means a natural person, a company, or an entity.
- W. **“Purchase Order”** means the order issued by Buyer for the supply of Goods by Company to Buyer, which may be a written or electronic document. If the Purchase Order responds to a Company Quote then the Purchase Order is the acceptance of the Quote (and forms a contract on the terms in the Quote). Otherwise, the Purchase Offer is an offer, which may be accepted or rejected by the Company by issuing a Sales Order.
- X. **“Repair Order”** means the order issued by Buyer for the supply of Services by Company to Buyer, which may be a written or electronic document. If the Repair Order responds to a



Company Repair Quote then the Repair Order is the acceptance of the Repair Quote (and forms a contract on the terms in the Repair Quote). Otherwise, the Repair Offer is an offer to inspect the Good(s) which may be accepted by the Company by inspecting the Good(s).

- Y. A **“Sales Order”** is any Company communication that accepts the offer by a Buyer Purchase Order.
- Z. **“Serviced Goods”** means parts, materials, tools or any other items that are sent to Company for service, and that are intended to be returned to Buyer following service pursuant to, or in connection with, a Repair Order. It includes Articles but it may also include goods that are not Articles.
- AA. An **“Unserviceable Tag”** is a document indicating that the Article to which it is attached or with which it is associated is not currently in a condition permitting it to be installed (usually by using the term “unserviceable”). The document may be in the form of a tag that is hung on the Article. An unserviceable Article may be in need of an inspection to verify airworthiness, it may be in need of repair, or it may be Beyond Economic Repair; but the Unserviceable Tag typically does not predict whether the Article is capable of being returned to a known airworthy condition.

II. **Abbreviations.** For purposes of these Terms and Conditions:

- A. **EASA** means the European Aviation Safety Agency
- B. **FAA** means the United States Federal Aviation Administration
- C. **NDA** means Non-Disclosure Agreement
- D. **RMA** means Return Merchandise Authorization

III. **Scope of Terms and Conditions**

These Terms and Conditions apply to all Company Transactions and are incorporated by reference into each Quote, each Repair Quote and each Sales Transaction document issued by Company. Unless they are specifically incorporated by reference in a writing signed by Company, these Terms and Conditions do not apply to any transaction that is not a Company Transaction. Any terms and conditions that are offered by the Buyer and that are inconsistent with these Terms and Conditions are automatically rejected.

ARTICLE 2: Terms and Conditions that Apply Only to Company Sales Transactions

IV. The provisions under this Article 2 (sections IV - VII) apply only to each Company Sales Transaction.

V. **Orders and Acceptances**

- A. Company may provide to a Buyer a Quote, which is an offer subject to the terms and conditions stated. If a Buyer accepts the offer with a Purchase Order or other acceptance, then Company and Buyer have formed a contract on the same terms as the Quote, subject to the following conditions:
 - 1. Each Quote expires thirty (30) days after the date of the Quote, and the Quote is then no longer a valid offer;
 - 2. Each Quote is subject to availability of the Goods listed, and if a Good listed in the Quote is not available at the time of the Buyer’s Purchase Order, then Company reserves the right to withdraw the offer by rejecting the Buyer’s Purchase Order, in whole or in part, or to provide Cover Goods, in whole or in part;



3. Buyer is responsible for confirming price, part number, quantity, revision number, modification number, serial number, and stock before submitting a Purchase Order;
 4. Company may correct pricing errors of a clerical, arithmetical, or typographical nature and these shall not be considered price changes.
 5. Company reserves the right to adjust its prices commensurate with the rise or fall in Company's purchase prices or changes in the rate of exchange occurring from the time of quotation until the time of delivery.
- B. If Buyer submits a Purchase Order without a prior Company Quote for the same goods, then by submitting the Purchase Order to Company, Buyer accepts that these Terms and Conditions apply to the Purchase Order and supersede any conflicting terms and conditions.
 - C. If Buyer solicits goods without issuing a Purchase Order and without a prior Company Quote for the same goods, then Buyer accepts that these Terms and Conditions apply to the transaction and supersede any conflicting terms and conditions.
 - D. Company shall not accept any Purchase Order that falls below Company's minimum order threshold unless Company agrees to accept it in writing. The Company minimum order threshold is \$50.00 USD, but this minimum order threshold may be altered with or without notice at Company's sole discretion.
 - E. By placing an order for Goods, Buyer acknowledges that it is solvent and able to pay for such Goods.

VI. Sale Price and Terms of Payment (Sale of Goods)

- A. Buyer shall pay Company for Goods subject to a Company Sales Transaction according to the credit terms agreed-upon between Company and Buyer. If Company and Buyer do not have a written credit terms agreement, then payment for the Company Sales Transaction shall be due in advance:
 - a. If the payment in advance is not successfully processed within seven (7) days of the Purchase Order (for any reason) then Company may treat the contract as breached and may cancel the transaction, in its sole discretion.
 - b. The CEO of the Company may authorize, in writing, the acceptance of payment on delivery. In such a case Buyer agrees to pay any additional fees associated with the carrier's collection of payment on delivery. If the carrier collects payment on delivery, then the carrier's terms and conditions of collection will also apply to the payment collection transaction.
 - i. If Company authorizes a payment on delivery, and the amount of the Purchase Order is less than \$5,000, then Buyer may pay by company check or by certified check.
 - ii. If Company authorizes a payment on delivery, and the amount of the Purchase Order is greater than or equal to \$5,000, then Buyer shall pay by certified check.

VII. Ownership and Security

- A. Upon passage of the Risk of Loss as described in section XV, Company shall relinquish, and Buyer shall gain title to, the Goods.
- B. Until full payment is made for the Goods, Company retains a security interest in the Goods for the unpaid amount. Upon Company's request, Buyer shall complete and sign such additional documentation as may be requested by Company in order to document and/or perfect Company's security interest in the Goods.
- C. While Company retains a security interest in the Goods, Buyer shall not allow the Goods to be commingled, installed, nor otherwise handled in any way that would defeat or alter the security interest until Buyer has paid the purchase price and all other associated costs and fees to Company.



ARTICLE 3: Terms and Conditions that Apply Only to Company Service Transactions

VIII. The provisions under this Article 3 (sections VIII - XI) apply only to each Company Service Transaction.

IX. Service Price and Terms of Payment (Services)

- A. Except for exchange transactions, Buyer shall pay Company for services subject to a Company Service Transaction ("Service Price") according to the credit terms agreed-upon between Company and Buyer. If Company and Buyer do not have a written credit terms agreement, then payment for the Company Service Transaction shall be due before Delivery:
 - a. If the payment is not successfully processed by the due date (for any reason) then Company may treat the contract as breached.
 - b. The CEO of the Company may authorize, in writing, the acceptance of payment on delivery. In such a case Buyer agrees to pay any additional fees associated with the carrier's collection of payment on delivery. If the carrier collects payment on delivery, then the carrier's terms and conditions of collection will also apply to the payment collection transaction.
 - i. If Company authorizes a payment on delivery, and the amount of the transaction is less than \$5,000, then Buyer may pay by company check or by certified check.
 - ii. If Company authorizes a payment on delivery, and the amount of the transaction is greater than or equal to \$5,000, then Buyer shall pay by certified check.
- B. In an exchange transaction, Buyer shall pay Company according to the terms of the Exchange Agreement.

X. Repair Orders

- A. By providing an article to Company for a Company Service Transaction, Buyer is requesting inspection and agreeing to pay all inspection costs levied by Company.
- B. If Buyer provides a Repair Order to Company, then this is an offer by Buyer to Company, which Company may accept by performing the services requested on the Repair Order.
- C. If Buyer does not provide a Repair Order to Company, or if Buyer's Repair Order is unacceptable to Company for any reason (including but not limited to situations where inspection reveals that the Repair Order is incorrect or inappropriate), then Company may provide to Buyer a Company Repair Quote, which is an offer subject to the terms and conditions stated. If Buyer accepts the offer by signing and returning the Company Repair Quote or through any other indicia of acceptance, then Company and Buyer have formed a contract on the same terms as the Company Repair Quote, subject to the following conditions:
 - 1. Each Company Repair Quote expires thirty (30) days after the date of the Company Repair Quote, and the Company Repair Quote is thereafter no longer a valid offer;
 - 2. Each Company Repair Quote is subject to availability of the repair parts needed, and if a part is not reasonably available at the time of the acceptance of the Company Repair Quote, then Company reserves the right to delay performance until the part becomes reasonably available;
 - 3. Buyer is responsible for confirming the details of the Company Repair Quote before accepting it;
 - 4. Company may correct pricing errors of a clerical, arithmetical, or typographical nature and these shall not be considered price changes.



5. Company reserves the right to adjust its material prices commensurate with the rise or fall in Company's purchase prices or changes in the rate of exchange.
- D. If Buyer submits a Repair Order, then by submitting the Repair Order to Company, Buyer accepts that these Terms and Conditions apply to the Repair Order and supersede any conflicting terms and conditions.
- E. If Buyer solicits services without issuing a Repair Order and without a prior Company Repair Quote for the same service, then Buyer accepts that these Terms and Conditions apply to the transaction and supersede any conflicting terms and conditions.
- F. By placing an order for services, Buyer acknowledges that it is solvent and able to pay for such services.

XI. Exchange Transactions

- A. The exchange agreement is an offer by Company to Buyer. Before it has been accepted, this offer may be withdrawn at any time by Company, and the offer shall expire thirty (30) days after the offer date.
- B. Buyer may accept the offer inherent in the exchange agreement by signing the exchange agreement, or by issuing a purchase order to Company that references the exchange agreement.
- C. Buyer agrees to pay all costs levied by Company pursuant to the exchange agreement ("Service Price").
- D. If Buyer accepts the offer inherent in the exchange agreement, then Buyer accepts that these Terms and Conditions apply to the exchange agreement and supersede any conflicting terms and conditions, except those contained in the exchange agreement itself.
- E. By accepting the offer inherent in the exchange agreement, Buyer acknowledges that it is solvent and able to pay for all fees and costs associated with the exchange agreement.

XII. Ownership and Security

- A. Until full payment is made for the services, Company retains a security interest in the Articles to which the services were applied for the unpaid amount. Upon Company's request, Buyer shall complete and sign such additional documentation as may be requested by Company in order to document and/or perfect Company's security interest in the Article(s).
- B. While Company retains a security interest in the Articles, Buyer shall not allow the Articles to be comingled, installed, nor otherwise handled in any way that would defeat or alter the security interest until Buyer has paid the Service Price and all other associated costs and fees to Company.

ARTICLE 4: Terms and Conditions that Apply to Both Company Sales Transactions and Company Service Transactions

XIII. The provisions under this Article 4 (sections XIII - XXXII) apply to each Company Transaction.

XIV. Price and Terms of Payment (All Transaction)

- A. **Payment in Dollars.** All payments, costs and fees in each Sales Transaction shall be in US Dollars.



- B. If Buyer pays by Wire Transfer, then Buyer shall pay to Company an Additional Fee of \$30.00.
- C. Buyer's failure to pay, or failure to pay on time, shall be considered a material breach for which Buyer does not enjoy a right to cure, and if Company (in its sole discretion) permits an option to cure such deficiency then that does not limit any other right enjoyed by Company.
- D. Company typically does not pay shipping costs for Company Transactions. In a case where Company pays the shipping costs (such as shipping costs to/from the repair station in an exchange transaction), the actual shipping costs associated with the Company Transaction shall be reimbursed by the Buyer to Company according to the credit terms agreed-upon between Company and Buyer, as if the costs had been incurred as part of the original Company Transaction and shall be due when the payment for the original Company Transaction is due and shall be paid with the original amount to be paid. If the payment due date has passed by the time the actual shipping costs associated with the Company Transaction are communicated to the Buyer, then the actual shipping costs shall be paid to Company not later than the third business day after Company informs Buyer of the actual shipping costs.
- E. Service Charges owed, based on method of payment, shall be paid with the original amount to be paid.
 - 1. If an owed Service Charge is not paid, then it will be considered to be delinquent and shall begin accruing interest as of the time of the payment with which it was associated.
 - 2. Buyer shall pay a Service Charge, in addition to the total amount paid, of 4% for any payment made by Credit Card. This amount is meant to offset the credit card charges imposed by the processor(s) and staff processing expenses. Company accepts Visa, American Express, and MasterCard but this is subject to change at Company discretion, with or without notice.
- F. Where Company sells Goods to Buyer (in any condition) or services and returns Articles/Goods to Buyer, and subsequently Buyer sends the Articles/Goods to any repair facility for evaluation, payment due shall be made by the Buyer on the due date, regardless of the time required for repair evaluation and/or repair fee determination.

XV. Shipment and Delivery

- A. Risk of loss shall pass from Company to Buyer, upon the earliest of these events: (1) Ex Works Company when the Articles/Goods are made available for pick-up by a carrier at the Company location, (2) Ex Works Company when the Articles/Goods are made available for pick-up by Buyer's representative if Articles/Goods are expected to be picked up from Company's location by Buyer's representative, (3)) Ex Works shipping location when the Articles/Goods are made available for pick-up by the carrier at some other location from which the Goods are shipped, or (4) Ex Works Company, if none of the first three conditions apply. When risk of loss passes it shall pass at the location at which the Articles/Goods exist at the time that risk of loss passes to the Buyer. If the passage of risk of loss is ambiguous or unclear, then risk of loss shall be deemed to have been passed to Buyer at the earliest time that it could have passed. For all other purposes, the transaction shall be treated as if it were subject to *Ex Works* (Incoterms 2020).
- B. If delay in delivery is caused by Force Majeure Circumstances, the time of delivery shall be tolled for the period during which the Force Majeure Circumstances continue to exist. In the event a delay in delivery is caused by Force Majeure Circumstances that occur after the originally agreed time of delivery, the time of delivery shall be delayed until a reasonable time after the Force Majeure Circumstances have ended.
- C. Company shall be entitled to deliver the Articles/Goods in one or more consignments.
- D. In the unusual case where Company is responsible for shipping Articles/Goods, the following standards apply:



- a. Buyer is responsible for shipping charges and Buyer shall promptly reimburse Company for actual shipping costs associated with the Company Transaction if Company incurs any costs associated with shipping.
 - b. If the Purchase Order or Repair Order does not state a shipping method, and Buyer does not expressly state an intent to pick up the Articles/Goods, then Company may ship the Articles/Goods using any commercially reasonable method, and Buyer shall remain responsible for reimbursement of the costs. Company shall ship to the address specified in the Purchase Order or Repair Order; if no address is specified, or if the address is ambiguous, the Company shall ship to Buyer at any reasonable address associated with Buyer.
- E. If the Buyer fails to accept delivery, Buyer shall nevertheless be required to make any payment that is dependent on delivery as if the goods in question had been delivered.
- F. If it is commercially necessary or advisable, then Company shall arrange storage at the Buyer's risk and expense.
- G. Upon Buyer's written request, Company shall insure the Articles/Goods at the expense of the Buyer provided that the Buyer pays the insurance premium, in advance. This shall not shift any risk from the Buyer to Company.
- H. Company shall ensure that the Articles/Goods are packed and marked (including appropriate markings and labels for hazardous substances and/or materials) in accordance with industry standards and that such packages comply with applicable laws and carrier requirements. In the event special packaging or shipping mechanisms are necessary to meet legal requirements or Buyer-requirements, then Buyer shall be responsible for so-informing Company in the Purchase Order. If Buyer notifies Company that the Articles/Goods are radioactive, flammable, toxic, volatile or otherwise hazardous, then Company shall package them in accordance with manufacturer's instructions, local regulations and hazardous materials (dangerous goods) regulations, as applicable. Buyer shall be responsible for compliance costs, including reimbursing Company for the costs of hazmat-specific packaging.

XVI. Inspection and Acceptance

- A. Buyer has an obligation to inspect Articles/Goods upon receipt. Buyer may reject any or all of the Articles/Goods that do not conform to the requirements of the Company Warranty found in section XXIII of these terms by a Notice that is completed within ten days of Delivery of the Articles/Goods [the "**Inspection Period**"]. During the Inspection Period, unless Buyer has already stated that it would accept Cover Goods, Buyer may reject Cover Goods if they are not acceptable substitutes for the ordered Goods. If Buyer accepted the document associated with the Articles/Goods before the Articles/Goods were shipped, and if the delivered documentation remains substantially unchanged from the accepted documentation, then Buyer may not reject (nor revoke acceptance of) the Articles/Goods on the basis of the documentation. Other documentation-related reasons for rejection are covered under section XXIV.
- B. Notwithstanding any other provision, Notice of Rejection shall be delivered to Company using the methods shown in the Notice section **XXV**.
- C. If Articles/Goods are rejected, then Buyer must request a Returned Merchandise Authorization (RMA) from Company within the Inspection Period, or else Buyer waives any rejection rights and the Articles/Goods are considered to be accepted.
- D. Goods subject to a Company Sales Transaction may not be returned to Company under any circumstances without Company's written permission, which is only issued through an RMA. In the event Buyer requests an RMA and Seller issues an RMA, Buyer agrees to pay an RMA restocking fee of 25% of the sales price as well as any associated logistic fees.



- E. Credit, refunds, or replacement will only be issued upon final acceptance and receipt of the RMA.
- F. If Articles/Goods are returned, then Articles/Goods shall be returned at the Buyer's expense and risk, and Buyer shall promptly reimburse Company for any such expenses paid by Company. Articles/Goods shall be returned to the Destination Company Facility.
- G. Returned Goods must be received by Company within 15 calendar days from the issuance date of the RMA with all original documentation. The RMA number provided must be clearly marked on the packaging which should be sufficient to protect the part from any handling or in-transit damage. Risk shall pass to Company when the Articles/Goods are received at the Destination Company Facility. Failure to return the Returned Goods within this period shall mean that the Buyer has waived any rejection rights and the Articles/Goods shall be considered to be accepted by Buyer no matter where they are actually located.
- H. Returned Goods from (directly or indirectly) an end-user (maintenance facilities and/or operators) must be accompanied with a statement of non-use, certifying that the part was not used and/or installed. Failure to provide such a statement shall mean that the Returned Goods are not considered received until the statement is received.
- I. Goods are considered irrevocably accepted by Buyer if they are (i) affirmatively accepted by Buyer in writing or (ii) used by any person in a manner inconsistent with ownership by anyone other than Buyer, (iii) transferred by Buyer to any third party, or (iv) not rejected within the Inspection Period [**Accepted**].

XVII. Assignment and Subcontracting

- A. Buyer may not assign any of its rights or delegate any of its obligations under the Purchase Order nor the Sales Transaction without Company's prior written consent. Company may, at its option, void any attempted assignment or delegation undertaken without Company's prior written consent.
- B. Buyer may not subcontract any of its rights or obligations under the Purchase Order without Company's prior written consent.
- C. To the extent allowed by applicable law, no person who is not a party to a Company Transaction shall be entitled to enforce nor take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

XVIII. Term and Termination of Orders

- A. Each Company Transaction forms a separate contract and remains in effect with respect to that Company Transaction until either the Company Transaction is terminated in accordance with this section or the Articles/Goods that are the subject of the Company Transaction are delivered and accepted by Buyer as anticipated by the Company Transaction.
- B. Before the Goods are delivered and accepted by Buyer, Company may terminate any previously accepted Purchase Order, if available data suggests a reasonable suspicion of non-compliance with any U.S. law or regulation, upon written Notice to Buyer. Company shall have no further obligation in connection with any terminated Purchase Order.
- C. The Buyer may not terminate a Purchase Order (nor the contract that it forms) unless Company has provided written consent to Buyer for such termination. If Buyer terminates a Purchase Order or a contract that is subject to this Agreement, then Buyer shall pay to Company a cancellation fee equal to 10% of the value of the cancelled Purchase Order or contract. Company shall have no further obligation in connection with a terminated Purchase Order or contract.
- D. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.



XIX. Confidential Information and Publicity

- A. If Company and Buyer have entered into an NDA which covers disclosure of confidential information under the Sales Transaction, and if the term of the NDA expires before the expiration or termination of any Purchase Order associated with the Sales Transaction, then the term of the NDA shall be automatically extended to match the term of the Purchase Order, with respect to all matters related to the Sales Transaction.
- B. The Company and Buyer shall treat the terms, conditions, and existence of each Sales Transaction as Confidential Information belonging to Company.
- C. Buyer shall obtain Company's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship with Company.

XX. Indemnification

- A. As used in these terms and conditions, these capitalized terms have the following meanings:
 - a. a "Claim" is any claim, demand, loss, damage, liability, cost, or expense (including attorneys' fees and other professional fees and costs as incurred);
 - b. the "Affiliated Entities" of a Business are (i) each entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the Business [parent organizations], (ii) each entity that directly or indirectly through one or more intermediaries, is Controlled by the Business [child organizations], and (iii) each entity that directly or indirectly through one or more intermediaries, is Controlled by the same entity as the Business [sister organizations];
 - c. "Controlled" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest, or otherwise.
- B. Buyer shall defend, indemnify, and hold Company harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Buyer (including its Subcontractors) in the performance or fulfillment of the Sales Transaction; (ii) any infringement of a third party's Intellectual Property Rights or any other rights, (iii) any negligent or willful acts or omissions of Buyer which results in personal injury (including death) or damage to tangible property, (iv) installation or use by a third party of the Goods procured under the Purchase Order, (v) Buyer's non-compliance with U.S. law and/or regulation, or (vi) failure to perform as expected on the part of the Good(s) procured under the Purchase Order. For purposes of this paragraph only, the term "**Company**" also includes the employees, officers, directors, agents, of Company and of each of Company's Affiliated Entities.
- C. Company will provide the Buyer with prompt written Notice of the Claim and shall permit Buyer to control the defense, settlement, adjustment, or compromise of any Claim, subject to the terms and limitations of this paragraph. Company may employ counsel at its own expense to assist it with respect to any Claim. Buyer will have no authority to settle, adjust, or compromise any Claim on the Company's behalf, except where the settlement, adjustment, or compromise has been accepted, in writing, by Company.
- D. Nothing in this section shall limit any other remedy for the Company and Buyer.

XXI. Liability.

- A. NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, COMPANY SHALL NOT BE LIABLE TO BUYER WITH RESPECT TO THE SUBJECT MATTER OF THE SALES TRANSACTION UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT BUYER PAID TO COMPANY UNDER THE SALES TRANSACTION.**



B. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE SALES TRANSACTION, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C. THE LIMITATIONS OF THIS LIABILITY SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY PROVIDED HEREIN.

XXII. Insurance [reserved].

XXIII. Warranty, Breach and Remedies.

A. Warranty Scope

- a. Company warrants that Goods provided by Company to Buyer in a Company Sales Transaction shall:
 - 1. Conform to the description of the Goods in the Packing Slip; and,
 - 2. Be made available according to the shipping terms (*Ex Works*).
- b. Company warrants that Services provided by Company to Buyer in a Company Service Transaction (and the goods on which such services are performed) shall:
 - 1. Be made available according to the shipping terms (*Ex Works*).
- c. These warranty terms may be modified by a written agreement between the Company and Buyer that has been signed by Company's CEO, in which case the modified terms shall represent the scope of this warranty.
- d. There may be additional warranties emanating from the sources of sales and services, and Company shall endeavor to ensure that the Buyer can take advantage of such warranties to the extent they may be transferred.

B. COMPANY AND BUYER ACKNOWLEDGE THAT THIS WARRANTY ENTIRELY REPLACES ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES OF MERCHANTABILITY, AND THAT NO SUCH IMPLIED WARRANTIES NOR ANY OTHER WARRANTIES APPLY TO THIS TRANSACTION.

C. Unless otherwise specified, in subsection D, below, the warranty period begins upon the earlier of (1) when the Goods are shipped by Company to the Buyer, or (2) when title to the Goods passes to the Buyer, or (3) if title to the Goods fails to pass to Buyer, then, when the Goods are made available by Company for shipment to the destination stated in the Purchase Order.

D. Unless specified in writing by Company, the warranty period is determined by the Condition of the Good as assigned by Company. The warranty period for each Article/Good subject to Company Transactions is as follows:

- 1. "New" is 1 year from Delivery;
- 2. "Overhauled" is 1 year beginning from the date of the signature of the overhaul approval for return to service (or airworthiness release) (FAA 8130-3, EASA Form 1, etc.);
- 3. "Repaired" is 6 months beginning from the date of the signature of the overhaul approval for return to service (or airworthiness release) (FAA 8130-3, EASA Form 1, etc.);



4. "Inspected and/or Tested" is 30 days beginning from the date of the signature of the overhaul approval for return to service (or airworthiness release) (FAA 8130-3, EASA Form 1, etc.);
 5. "As Removed" Parts each are sold "As-Is" and have No Warranty.
- E. In the event that the Article/Good breaches this warranty, and the breach was not discerned during the Inspection Period, Buyer may make a warranty claim by notifying Company in writing of the breach, with a description of the reason for return, nature of the breach, and of all facts relevant to the claim of breach ("Warranty Claim"). Such Warranty Claim shall be treated as an RMA request, and the RMA rules of section XVI, subsections D-H, shall apply to this RMA. If the Warranty Claim appears to be facially valid, then Company will issue an RMA to Buyer and Buyer may return the Goods to Company at Buyer's expense. Company shall then assess the parts based on the written Warranty Claim. If the assessment shows that the Warranty Claim is valid, then Company shall refund to Buyer the full value paid for the non-conforming Goods, including shipping costs.
- F. Where Goods are returned for warranty consideration and the shop determines there is No Fault Found (NFF), the Buyer is responsible for all logistic fees to and from the shop back to the Buyer. The Buyer will be billed for all fees, and shall promptly pay them upon receipt of the invoice.

XXIV. Documentation of Goods

- A. For each Article subject to a Company Sales Transaction, Company shall provide documentation consistent with the requirements of FAA Advisory Circular 00-56B, appendix one.
- B. For each Good that is not an Article, and is subject to a Company Sales Transaction, Company shall provide Company sales documentation describing the identity and condition of the Good.
- C. For each Article subject to a Company Service Transaction, Company shall provide approval for return to service documentation consistent with the work performed on the Article.
- D. If Company provides Goods that do not meet the documentation requirements of this section XVI, then Buyer must give Notice to Company of this failure and such Notice must reach Company within 10 days of Delivery of the Goods. Upon such Notice, at Company's discretion, Company may (1) cure the issue by providing acceptable documentation within ten days of receipt of such Notice, (2) terminate the transaction by demanding the return of the Goods and issuing to Buyer a refund of any sums already paid for that transaction, or (3) reject the claim (e.g. if Company feels the documentation met the requirement). An effort to cure is not an admission that the earlier documentation was inadequate. This clause shall be the Buyer's sole remedy for Buyer's documentation-related claims.
- E. If it is agreed upon in writing by Company and Buyer that a non-conforming Good is to be scrapped off-site and not returned to Company, then Buyer shall provide to Company a Scrap Certificate within (15) calendar days from the issuance date of the RMA. The Scrap Certificate shall, at minimum, include the Part Number, Serial Number (as applicable), description and date the part was scrapped, and a picture of the scrapped Good.

XXV. Notice.

- A. Where Notice is required, Notice shall be delivered in writing and may be delivered using hand delivery, email, postal mail, or overnight delivery service, or such other method as may be explicitly allowed in this section XXV.
- B. Notice to Company shall be delivered to the Company postal address or Company email address shown in the letterhead of the Quote or Sales Order or Work Order.
- C. Notice to Buyer may also be delivered to the same address as the Purchase Order, using the same mode of delivery as the Purchase Order. Where multiple copies of a Purchase Order have



been sent (such as where an emailed copy and a postal-mailed copy are both transmitted), Notice to Buyer may be sent using any one of the modes by which the Purchase Order was sent. Notice to Buyer may also be delivered to the Buyer's physical office.

XXVI. Timing. Failure by a Buyer to meet a deadline specified in any Company Sales Transaction document or other agreement with Company will be considered a material breach of these Terms and Conditions.

XXVII. Compliance With All Laws. Buyer guarantees that its actions and omissions are in full compliance with all relevant laws, regulations, and government policies, including but not limited to those related to airworthiness and export. Buyer agrees to defend, hold harmless, and indemnify Company from any Claims that are caused by or attributed to non-compliance with this guarantee. Buyer agrees to promptly reimburse Company for any fees, expenses, fines, penalties or other costs (including attorneys' fees, reasonably foreseeable consequential and incidental damages, and the reasonable economic effect of any injunctive relief) that are caused by or attributed to non-compliance with this guarantee.

XXVIII. Jurisdiction.

- A. In all cases, sales of goods shall be governed under the Uniform Commercial Code (UCC), and not under the Convention on International Sales of Goods (CISG).
- B. All Domestic Transactions made by Company are made in Florida and shall be interpreted under the laws of Florida, not including the state's conflict-of-laws provisions. Both parties agree that any suit brought in relation to a Domestic Transactions, or to enforce any clause of such a Domestic Transaction, shall be brought solely in a trial court in Seminole County, Florida or Orange County, Florida. Both parties agree to be subject to the personal jurisdiction and venue of such a court.
- C. All International Transactions made by Company are made in Washington, DC, and shall be interpreted under the laws of Washington, DC, not including the District's conflict-of-laws provisions. Both parties agree that any suit brought in relation to an International Transactions, or to enforce any clause of such an International Transaction, shall be brought solely in a trial court in Washington, DC, USA. Both parties agree to be subject to the personal jurisdiction and venue of such a court.

XXIX. Costs and Attorneys' Fees. In the event that Company needs to hire an agent or attorney or make use of an arbitrator, mediator, court system or other legal mechanism in order to secure a right owed to Company or otherwise enforce a right enjoyed by Company under any agreement subject to these terms and conditions, Buyer shall be liable to Company for all costs and fees (including attorneys' fees) associated directly or indirectly with this process.

XXX. Severability. If any part, term or provision of these Terms and Conditions is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Terms and Conditions did not contain the particular part, term or provisions held to be illegal or invalid.

XXXI. Additional Company Liability Limits. Notwithstanding any other provision of these Terms and Conditions or any agreement or document to the contrary, the following terms shall always apply to Sales Transactions:

- A. Company shall not be liable for any penalty fees nor delivery delay fees.
- B. Company shall not be liable for penalties nor damages when its performance is delayed or prevented by strike, fire, riot, war, rebellion, insurrection, acts of God, failure or delay in transportation by third parties, governmental regulations, or other causes beyond its control, including any occurrence that would be described as a force majeure. In the event of such a delay, performance shall be tolled until performance can reasonably be accomplished, unless performance becomes impossible or impracticable for Company in which case the portion of the Sales Transaction that is impossible or impracticable shall be cancelled with no further liability.



XXXII. Precedence. The parties to any Company Transaction acknowledge that these terms and conditions take precedence over any other competing or conflicting language, except for Company exchange agreements, where the printed language shall take precedence over these terms and conditions.