

Aero Engine Solutions, Inc. (“Buyer”)
General Terms and Conditions of Purchase (“Terms & Conditions of Purchase”)
Effective August 8, 2023

1. **Acceptance & Entire Agreement.** The attached Purchase Order/Repair Order (herein referred to as the “Order”) is neither an expression of acceptance of any offer made to Buyer by Vendor nor a confirmation of any contract or agreement between Buyer and Vendor; this Order is an offer to the Vendor to contract on the terms set forth herein, and such offer expressly limits acceptance by Vendor to the terms set forth herein, and any additional or different terms proposed by Vendor are specifically rejected, unless expressly agreed to in a subsequent writing signed by an authorized representative of the Buyer. The accompanying Order and these Terms & Conditions of Purchase comprise the entire agreement between the parties and may herein be referred to collectively as the “Agreement”.
2. **Specification, Certification and Traceability (applicable to Buyer’s purchase of aircraft and/or engine material, parts, equipment and aviation related goods and services).** All material, parts, equipment or items 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, any material, parts, equipment or items subject to Federal Aviation Regulations must have been manufactured in accordance with FAR Part 21 Sub part F, G, K or O and must be certified accordingly, material, parts, equipment or items manufactured outside the U.S.A. which are to be fitted to a U.S. type certificated product shall be imported into the USA in accordance with FAR part 21 Sub-part N, under a certificate of airworthiness. Material, parts, equipment or items manufactured outside the United States under EASA, JAA or other approved Civil Aviation Authority shall be certified by EASA from One, JAA Form 1 or approved equivalent Authorized Released Certificate/Airworthiness Approval Tag. All material, parts, equipment or items in new, overhauled, modified, repaired or serviceable condition shall be appropriately certified in accordance with FAA, EASA, and JAA or approved Civil Aviation Authority airworthiness requirements. All material, parts, equipment or items shall be traceable in accordance with the FAA Advisory Circular 20-62, latest revision. All standard parts shall be accompanied by a certificate from the OEM and distributor stating that the parts fully comply with the applicable published national, international, or industry specification stated on this Order, and include a Non – Incident /Non- Accident letter stating that the parts have not been involved in an incident or accident.
3. **Purchasing information.** The purchasing information shall describe the product to be purchased, including where appropriate, (a) quality management system requirements, (b) the name/product description or other positive identification, and applicable issues of specifications, drawings, process requirements, inspection instructions and other relevant technical data (e.g. revision level), (c) requirements relative to supplier notification to organization of nonconforming product, (d) requirements for the supplier to notify the organization of changes in product definition, (e) right of access by the organization, their customer, and regulatory authorities to all facilities involved in the order and to all applicable records, and (f) requirements for a certificate of conformity, test reports, and/or airworthiness approval from the approved manufacturer or approved repair station, (g) Requirements for the vendor to flow down to the supply chain all applicable requirements, including customer requirements.
4. **Packaging.** All goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. All goods will be packed in accordance with ATA 300. Each container will be marked with applicable Order number and be accompanied by one copy of the shipping papers.
5. **Title and Risk of Loss.** Title and risk of loss of goods purchased hereunder will be borne by Vendor until goods are received, in accordance with the terms hereof, at the FOB point specified herein at which time title and risk of loss shall transfer to Buyer.
6. **Termination of Convenience.** Buyer may at any time prior to delivery terminate this Order for its convenience, in whole or in part, by written, telegraphic or verbal notice confirmed in writing to vendor. If vendor has specifically manufactured the goods to fill this order and is unable to make other commercially reasonable

disposition of the goods, Buyer will pay Vendor the cost incurred for the line of work performed by Vendor in respect of such goods at the time of written notification by Buyer. Vendors will mitigate such costs to the extent it is reasonably possible. Buyer's liability under this paragraph will not exceed the aggregated price specified in this Order.

7. **Returns.** Buyer may, in its sole discretion, at any time and from time to time, within (60) days after acceptance of the goods, return to Vendor any part or all goods and receive full credit on such return.
8. **Inspection.** All services or goods ordered will be subject to inspection and acceptance at destination by Buyer or its authorized representative within a commercially reasonable time. Buyer, at its sole option, may inspect all or a sample of the services or goods, and may reject all or any portion of the services or goods if it determines the services or goods are nonconforming or defective. If Buyer rejects any portion of the services or goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the services or goods at a reasonably reduced price; or (c) reject the services or goods and require replacement of the rejected services or goods. If Buyer requires replacement of the services or goods, Seller shall, at its expense, within five (5) business days replace the nonconforming services or goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective services or goods and the delivery of replacement services or goods. If Seller fails to timely deliver replacement services or goods, Buyer may replace them with services or goods from a third party and charge Seller the cost thereof and terminate this Order for cause. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Vendor obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.
9. **Delays.** Time is of the essence for performance of this Agreement. If any goods or services are not delivered within time specified by Buyer, in addition to any other remedies provided by law or equity, Buyer may refuse to accept all or any part of such goods or services and cancel this Order; provided however, neither party will be liable for delays in delivery caused by force majeure which shall include Acts of God, war, fire, flood, explosion or earthquakes or any other cause beyond its control.
10. **Prices.** The prices set forth in the Order are all inclusive, including, but not limited to taxes, the cost of packing, crating, materials and delivery to the FOB point. Prices are not subject to revision.
11. **Warranties.** Vendor warrants that (a) all goods and services when delivered will be merchantable and free from defects in workmanship and material, will conform strictly to the specifications, drawings, samples, or other description specified herein or furnished herewith, and will be fit for their ordinary intended purpose and any special purpose specified by Buyer; (b) it has good title to the goods free from all encumbrances and that it will defend such title against demands of all persons whomsoever arising; (c) all goods of Vendor's design or production will be free from defects in design or production; and (d) it has all required authority and approvals to sell the goods to and perform the services for the Buyer. All warranties shall run to Buyer, its successor's assigns, and all persons to whom the good may be resold.
12. **Indemnity.** Vendor hereby agrees to release, Indemnify, defend and hold Buyer, its subsidiaries, affiliates and shareholders, and all of their respective officers, directors, managers, members, employees, agents, successors and assigns (collectively referred to as the "Buyer Indemnitees") harmless against any and all losses, liabilities, damages, costs, and expenses resulting or arising (directly or indirectly) from (a) infringement or alleged infringement of any United States or foreign patent or any other intellectual property right by the services provided hereunder or by any of the goods delivered hereunder which were designed or manufactured by Vendor; and (b) for deaths of or injuries to any persons whomsoever, and for loss of, damage to delay in delivery or destruction of any property and other losses of any kind or nature which arise out of or are in any way connected with the services performed or goods sold hereunder, except only to the extent such loss is caused solely by the willful misconduct of any Buyer Indemnitee. Promptly on a Buyer Indemnitee's request or demand Vendor will defend and indemnify the Buyer Indemnitees against such actual or alleged claims, actions, proceedings and litigation and further pay any and all such losses, liabilities, costs, and expenses arising from any such actual or alleged claim, demand, action, proceeding, litigation, or settlement relating thereto.

13. **Assignment.** Vendor may not assign any rights or obligations arising under this Agreement without the prior written consent of Buyer.
14. **Modifications.** No modifications of this Agreement will be binding on Buyer unless in writing and signed by a duly authorized officer of Buyer. Usage of trade, course or performance any course of dealing cannot supplement or modify this Agreement. Buyer reserves the right to make, and Vendor agrees to accept, reasonable changes to this Agreement, including changes as to packing, leasing, destinations, specifications, designs, and delivery schedules but changes will be authorized by Buyers 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 this Order. Buyer's (a) failure to insist on strict performance of any term or condition hereof; or (b) failure or delay to exercise any right or remedy provided herein or by law or property to notify Vendor in the event of breach; or (c) acceptance of or payment for services or goods hereunder ; or (d) approval of any design will not release Vendor from any of the warranties or obligations of this order and will not be deemed a waiver of any right of Buyer to insist upon strict performance here of or any of its rights or remedies as to any prior subsequent default hereunder; nor will any purported oral modification or rescission of this Agreement by Buyer operate as a waiver of any term or condition hereof.
15. **Set-off.** Vendor agrees that Buyer may, at any time and from time to time, set-off, recoup or credit any amounts owed by Vendor to Buyer hereunder against any amounts owed by Buyer or any affiliate of Buyer to Vendor under this or any other agreement. For the purposes hereof, "affiliated" means any parent corporation, subsidiary corporation, or corporation or other entity under common ownership or control with Buyer.
16. **Controlling Document.** If there is an express conflict between the terms of this Agreement and the provisions of any current written agreement between Vendor and Buyer also intended expressly to apply to the goods and/or services ordered herein, those provisions will control only for those goods and services contemplated both by this Agreement and the agreement (as expressly stated therein). In performing this Agreement, Vendor and any subcontractors will comply with all applicable federal, state and local laws and the rules and regulations and shall furnish evidence of such compliance as required by Buyer.
17. **Governing Law & Jurisdiction.** This Agreement shall be constructed and governed according to the laws of the State of Florida and the state and federal courts situated in Palm Beach County shall have non-exclusive jurisdiction to hear any claims arising hereunder. If the Vendor is from a country which has ratified the 1980 U.N. Convention on the Contracts for the international Sale of goods (the "Convention"), the rights and obligations of the parties shall not be governed by such Convention, but shall be governed by the law of the State of Florida. Vendor agrees to pay all costs and expenses, including reasonable attorney's fees incurred by Buyer in any action to enforce its rights hereunder. To the fullest extent permissible under applicable law, Vendor hereby waives; (a) the right to jury trial in any and all proceedings; (b) any and all objections to venue and inconvenient forum in the state and federal courts, referred to in this section and (c) any and all objections to service of process by certified mail, return receipt requested.
18. **Compliance.** Vendor understands that any goods, technology, or products manufactured from the technology furnished by Buyer pursuant to this Agreement are subject to export controls under the laws of the United States, including but not limited to: (i) U.S. exports regulations governing the export, transfer, or re-export of U.S. manufactured products, and products containing U.S. components, software, or technology as set forth in the U.S. Export Administration Regulations (EAR), 15 C.F.R. §§ 772 et seq.; (ii) U.S. export regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Asset Control Regulations (FACR), 31 C.F.R. §§ 500 et seq.; and (iii) the International Traffic in Arms Regulations, 22 C.F.R. §§ 120 et seq. Vendor agrees, warrants and represents that it will not to export or re-export any goods, technology, or products manufactured from the technology that are the subject of this Agreement in violation of the export laws of the United States.
19. **Survival.** Provisions of these Terms & Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following Sections: Section 12 (Indemnity); Section 17 (Governing Law & Jurisdiction); and Section 18 (Compliance).