

Standard Terms and Conditions of Sale for Services
Standard Aero Ltd - Energy Services



1. General Procedure. StandardAero will perform the Services on Customer's engine or components ("Equipment") in accordance with the specifications listed in the Proposal. Services will be in accordance with the applicable Original Equipment Manufacturer (OEM) manuals. Title to parts and material furnished by StandardAero will pass to Customer upon incorporation in the Equipment and receipt of full payment and, simultaneously, title to the parts replaced will pass to StandardAero. When the Equipment is returned to Customer ("Redelivery"), StandardAero will provide Customer with copies of all relevant work records.

2. Rental Assets (If applicable). In the event that a rental asset is requested while the Equipment is being serviced, such rental asset shall be subject to a separate Temporary Lease Agreement, as agreed between the Customer and StandardAero.

3. Customer's Maintenance Representative. Customer may utilize the services of a third party ("Maintenance Representative") to manage the maintenance of its Equipment. By signing the Proposal, Customer or the Maintenance Representative certifies to StandardAero that the Maintenance Representative has the authorization and power to bind Customer or the Owner/Operator of the Equipment regarding all decisions related to the Equipment, including but not limited to, the authority to: approve the Services (including the quality), approve additional work scope and related expenses and bind Customer for the payment of said items.

4. Trade Compliance.

(a) Export Control Regulations - Unless otherwise agreed, StandardAero will apply for United States Government export authorizations and any of its foreign in-country export requirements for delivery of any goods, services or technical data under an Order. Customer will promptly provide all information required by StandardAero to complete the authorization application. Customer will apply for all other necessary import, export or re-export approvals. Customer will comply with all applicable export and import control laws and regulations, including the United States Export Administration Regulation (EAR) and the United States International Traffic in Arms Regulations (ITAR), and will retain documentation evidencing such compliance. Customer is aware that U.S. export law may impose restrictions on Customer's use of the goods, services, or technical data, or on their transfer to third parties. Customer will immediately notify StandardAero and cease distribution activities with regard to the transaction in question if Customer knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws. StandardAero will not be liable to Customer for any breach resulting from government actions which impact StandardAero's ability to perform, including but not limited to: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; (3) any subsequent interpretation of United States export laws and regulations, after the date of StandardAero's acceptance of an Order, that limits or has a material adverse effect on the cost of StandardAero's performance under an Order; or (4) delays due to Customer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

(b) Anti-boycott - Customer will not request of StandardAero information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. StandardAero hereby rejects any such request by Customer and will report receipt of any such request to the relevant U.S. government office, as required by law.

5. Taxes. Other than income taxes StandardAero owes on monies earned, Customer agrees to pay all taxes, duties, fees, charges or assessments of any nature that are assessed or levied in connection with the Services.

6. Prices/Payment. StandardAero's prices for Services shall be at the rates quoted in the Proposal. Any Service that is not priced in the Proposal shall be invoiced at StandardAero's then current rates. Unless otherwise stated in the Proposal, all invoices are due net 30 days from delivery of invoice and shall be paid by wire transfer as stated on

StandardAero's invoice, immediately available for use and without set-off. If Customer's account becomes delinquent, Customer will grant StandardAero commercially acceptable assurances of payment. In addition, Customer shall pay all reasonable storage, preservation, attorney fees, expenses and costs incurred by StandardAero in attempting recovery of any sum owed to it by Customer. The additional fees will begin to accrue if Customer has failed to pay any amounts owed within ten (10) days following notice to Customer of the delinquency in payment. Additionally, StandardAero shall have a lien on all personal property in its possession for all sums owed or owing to StandardAero. If said sums have not been paid by Customer within ninety (90) days of the date on which the sum was due, StandardAero shall have the right to file for abandonment of the Equipment and to sell said property to satisfy the sum due in addition to any other rights it may have at law or under this Agreement. Any amount realized from any such sale in excess of the sums owed shall be returned to Customer. If a lien may not be placed on Customer's property, StandardAero shall retain possession of Customer's asset until such sums are paid. Customer shall indemnify and hold harmless StandardAero as to any claims, suits, and all associated costs in the event a third party claims an interest in the property sold.

7. Excusable Delay. Customer will excuse StandardAero from, and StandardAero will not be liable for, any delay in StandardAero's performance due to causes beyond StandardAero's reasonable control, including but not limited to adverse weather conditions, labour troubles, acts or inaction of a government having jurisdiction over the performance of activities of either party, acts of terrorism, court order, civil unrest, sabotage, fire, unavailability of Original Equipment Manufacturer ("OEM") parts and delays of any type that are caused by Customer. In the event of such delay, StandardAero may invoice Customer for all completed Services. If Customer causes a delay, Customer's Equipment may be removed from Service, which may result in a greater than day-for-day delay in the completion of Services and the Equipment may be placed in storage.

8. Work Stoppage. If Customer causes any postponement or directs any stoppage of Services, Customer will be liable to StandardAero for any postponement costs associated with the Work Stoppage including but not limited to, reasonable storage fees, handling, inspections and preservation costs and the delivery or completion schedule will be extended on a day for day basis equal to the length of the delay. Customer agrees that such postponement charges will be invoiced to Customer and invoices are due and payable when received by Customer. Customer further understands that the Services will not be resumed until such invoices are paid in full. Upon lifting of the Work Stoppage, StandardAero will assess the impact to the Redelivery Schedule and provide Customer with a new Redelivery date.

9. Warranty. StandardAero warrants that for a period of one year after the date of redelivery its Services will be free from defects in workmanship. StandardAero's obligation is limited to repair of the part which failed due to defects in StandardAero's workmanship. The remaining warranty period for any such repair will be the unexpired portion of the original warranty. StandardAero does not warrant new parts. StandardAero will pass through to Customer any available parts manufacturer warranty and will use commercially reasonable efforts to assist Customer with administration of such warranty claims. StandardAero will pay freight charges for return to the customer of the engine, module, or part, repaired by StandardAero as a result of a valid warranty claim. **This warranty is exclusive and in lieu of all other warranties including warranties of merchantability and fitness for a particular purpose. Except for StandardAero's gross negligence or willful misconduct, StandardAero will not be responsible for incidental, resultant or consequential damages.** This warranty is not assignable without StandardAero's written consent and is applicable only if the engine, module, or part (a) has been transported, stored, installed, operated, and maintained in accordance with the then-current recommendations of the engine manufacturer as stated in its manuals, Service Bulletins or written instructions, as well as StandardAero's recommendations, and; (b) has not been altered, modified or repaired by

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anyone other than StandardAero; and (c) has not been subjected to accident, misuse, abuse or neglect.

10. StandardAero Indemnity. StandardAero will indemnify Customer from third party losses for damage to or destruction of any property or any injury to or death of any person caused solely by StandardAero's negligent performance of the Services and for which, as a condition of such indemnification, Customer has promptly given notice of such claim; provided, however, StandardAero shall not be required to indemnify Customer for any losses arising from Customer's negligence or misconduct. The indemnification provided hereunder shall be Customer's sole and exclusive remedy for such third party losses. StandardAero shall indemnify Customer from and against all losses resulting in injuries or damages suffered by employees of StandardAero to the extent they arise from performance of the Services hereunder. The indemnity provided herein shall expire at such time the Equipment is serviced by any other service provider.

11. Customer Indemnity. Customer will indemnify StandardAero from third party losses for damage to or destruction of any property (including the Equipment) or any injury to or death of any person caused solely by Customer's use, operation, repair, maintenance, or disposition of the Equipment; provided, however, Customer shall not be required to indemnify StandardAero for any losses caused solely by StandardAero's negligence or misconduct in its performance of the Services. Customer shall indemnify StandardAero from and against all losses resulting in injuries or damages suffered by employees of Customer and Customer's Maintenance Representative while on the premises of StandardAero.

12. Limitation of Liability. The total liability of StandardAero shall not exceed the dollar value of the amounts paid by Customer for the Services provided. Neither Party shall be liable for indirect, special, incidental, punitive or consequential damages including, without limitation, loss of use, revenue, profits or diminution of value whether as a result of breach of contract, warranty and any other claims at law or in equity including claims for fraud or tort.

13. Customer Insurance. If StandardAero is providing Services on Customer's Equipment/Engine or StandardAero is providing a rental asset while Customer's Equipment is being serviced, Customer shall, at its expense, procure, maintain and keep in full force and effect insurance to protect the value of the Equipment. Additionally, Customer shall, at its expense, for the same duration, procure, maintain and keep in full force and effect a general liability policy with minimum limits of \$1,000,000.00 per occurrence, and will name StandardAero as an additional insured. All Customer policies will be endorsed to waive any and all subrogation against StandardAero. Upon StandardAero request, Customer will provide StandardAero with Certificates of Insurance evidencing the waiver of subrogation and providing that the insurance may not be cancelled without 30 days prior written notice to StandardAero. Customer acknowledges that StandardAero shall not be liable for damage to customer Equipment while in the care, custody or control of StandardAero if such damage was a result of an Act of God or reasons beyond the control of StandardAero unless such damage is due to the gross negligence or willful misconduct of StandardAero. Customer also acknowledges that StandardAero is not liable for loss/damage to others property, personal injury or death of any person, unless such occurrence is solely caused by a product or component improperly repaired by StandardAero under the terms of this Agreement.

14. StandardAero Insurance. StandardAero, at its expense, will maintain until Redelivery of the Equipment or completion of the Services, the following insurance coverage: Commercial General Liability in the amount of \$1,000,000 USD per occurrence (\$2,000,000 General Aggregate) and Workers' Compensation coverage in the amount of \$1,000,000 per occurrence.

15. Confidentiality. Unless agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others. This does not apply to information which: (a) is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation; or (b) which was known prior to receipt from the non-disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent or

proprietary data owned or licensed by the other party, which may be accomplished by a separate agreement as needed.

16. Intellectual Property. Except as specifically set forth in writing and signed by both parties, StandardAero shall retain control and ownership of all inventions, designs and processes, or other intellectual property owned, controlled, used, invented, first reduced to practice, or possessed by StandardAero prior to and during the performance of the services contemplated hereby. All Proprietary Data, tools, drawings, schematics, (etc.) in the possession of StandardAero at the commencement of, or used during the services remain the property of StandardAero or its licensor. StandardAero agrees that all tangible and intangible property, including, but not limited to tools, tool drawings, materials, drawings, documents or data furnished to StandardAero by Customer, or any materials affixed or attached thereto, shall be and remain the personal property of Customer, and shall be used by StandardAero solely to render services or provide products to Customer.

17. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice for breach of any material provision, unless such breach is cured within the thirty (30) days. StandardAero may terminate this Agreement immediately if Customer (a) fails to make any of the required payments when due, (b) makes any agreement with Customer's creditors due to Customer's inability to make timely payment of Customer's debts, (c) enters into compulsory or voluntary liquidation, (d) becomes insolvent, or (e) becomes subject to the appointment of a receiver of all or a material part of Customer's assets. Upon any such termination, Customer will not be relieved of Customer's obligation to pay for Services performed and Customer's Equipment may be placed into storage in accordance with Section 18.

18. Risk of Loss. Risk of loss or damage to the Equipment will pass to Customer upon Redelivery. If Customer's Equipment cannot be Redelivered when ready due to Customer's 1) act or failure to act, including but not limited to, the failure to make payment 2) refusal to accept Redelivery, or 3) request that Redelivery not be made when otherwise ready, risk of loss shall pass to Customer upon the placement of the Equipment in storage (whether stored in StandardAero's facility, parked or moved to any other storage location). In such event, all reasonable expenses StandardAero incurs for activities such as, but not limited to, preparation for placement into storage, handling, reasonable storage fees, inspection and preservation will be due and payable on receipt of StandardAero's invoice. Customer will be liable for all insurance costs and will indemnify StandardAero for all costs associated with such storage or parking.

19. Customer Furnished Material. If specified in the Proposal, and consistent with the pricing contained therein, Customer may supply agreed parts to StandardAero if the part is: (a) furnished with an appropriate serviceability tag; and (b) ready for immediate use. If Customer's delay in providing parts delays StandardAero's performance, StandardAero may supply the parts at Customer's expense. StandardAero disclaims all liability for such parts and Customer will indemnify StandardAero from and against any and all claims, demands, losses, costs and expenses for the performance of such parts.

20. Dispute Resolution, Governing Law. This Agreement shall be governed by the laws of the State of New York, (excluding its conflict of law provisions, the UN Convention on Contracts for the International Sale of Goods, and any laws which govern the validity, perfection, or creation of any lien or security interest hereunder and the exercise of rights or remedies with respect of such lien or security interest for a particular item which will be governed by the laws of the applicable jurisdiction pertaining to liens). If the Parties are unable to amicably resolve any dispute within thirty (30) days, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a mutually agreed location. Either Party may take appropriate legal action as may be required for the enforcement of such arbitration award.

21. Entire Agreement. These terms and conditions of Sale for Services, together with StandardAero's proposal, will be the only terms of sale applicable to provision of the services described in the proposal and will comprise the entire agreement between the parties. These terms

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may not be amended without StandardAero's written consent. Any portion of this agreement determined to be contrary to any controlling law, rule or regulation shall be revised or deleted and the remaining balance of this Agreement will remain in full force and effect. In the event of a conflict between StandardAero's quote or proposal and this document, the quote or proposal shall take precedence.

22. Changes. Customer may, by mutual agreement of the parties, request changes or modifications in the scope of work covered by this Agreement. Customer will issue such change in writing ("Change Order"). Any increase or decrease in price or time for performance resulting from such changes shall be equitably adjusted, and the Agreement shall be modified in writing accordingly. Unless the changes and the cost and/or schedule impact are mutually agreed to, StandardAero is under no obligation to proceed with the Change Order.

23. Subcontracting. StandardAero will not subcontract labour Services which StandardAero is able to perform; however, StandardAero has the right to subcontract any other Service to any subcontractor in the ordinary course of StandardAero's business.

24. Assignment. This Agreement may not be assigned without the prior written consent of the other party, except that Customer's consent will not be required for an assignment by StandardAero to one of StandardAero's affiliates.

25. Waiver of Immunity. If Customer is incorporated or based outside the United States, to the extent that Customer or any of Customer's property becomes entitled to sovereign or other immunity from any legal action, Customer waives Customer's immunity in connection with this Agreement.

26. Language, Notices. All correspondence and documentation connected with this Agreement will be in English, given in writing, effective upon receipt, and provided to the addresses set forth on the Proposal, which may be changed by written notice.

27. Non-Waiver of Rights and Remedies. Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.

28. Survivability. Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation shall be revised or deleted and the remaining balance will remain in full force and effect.

29. Ethics. Customer acknowledges and confirms that all amounts paid or related to this Agreement shall be for actual services rendered. Under no circumstances shall either party, its employees, agents, or other person operating, accept, offer, promise, give, or agree to give any money, gift, loan, or other benefit or advantage, either directly or through intermediaries, to a public official, (or private person in the case of the U.K. Bribery Act), for that official, private person or third party, to exert influence, act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage under this Agreement. As used herein, "Public Official" (or "Government Official") includes, without limitation, (i) any official, employee, or agent of, or one who is in any manner connected with, any government or government entity, including any department, agency, instrumentality of any government, government-owned entity, or government-controlled entity, or any person acting in an official capacity thereof; (ii) any candidate for political office, any political party or any official of a political party; (iii) any director, officer, or employee of a public international organization (e.g. United Nations, World Bank, or International Monetary Fund); or (iv) any member of a royal or ruling family. Customer represents and warrants to StandardAero that it will comply with all laws of the country(ies)/territory(ies) where Customer operates which are applicable to the performance under this Agreement, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("U.K. Act"), the Corruption of Public Officials Act of Canada ("CFPOA") and the Organization for Economic Co-Operation & Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions (collectively "Ethics Legislation"). Nothing contained herein will require StandardAero to make any payment directly or indirectly under this Agreement which in StandardAero's good faith determination violates or

is inconsistent with the Ethics Legislation. The Parties represent and warrant that no agent, finder, or commercial intermediary was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, fees or other compensation by any person or entity claiming by, through or in connection with this transaction.