

These Standard Terms and Conditions of Sale of Garrett Aviation Services, LLC d/b/a Standard Aero (hereinafter "StandardAero"), together with the terms of sale set forth in our signed proposal ("Proposal") submitted to you, will be the only terms of sale applicable to our provision of repair, overhaul or servicing ("Services") of your aircraft and parts thereof ("Equipment") described in the Proposal and will comprise the entire agreement ("Agreement") for these Services. In this Agreement "you" and "your" refer to the customer identified in the Proposal and "we", "us" and "our" refer to StandardAero.

1. **General Procedure.** We will perform Services on your Equipment as required in your Workscope and stated in the attached Proposal. Services will be in accordance with our standard commercial practices and may, with your concurrence, include Designated Engineering Representative ("DER") repairs on non-rotating parts and assemblies and the use of PMA parts. We may use parts from our rotatable parts inventory to replace your repairable parts which will be repaired by us at your expense. If such removed parts are later scrapped, condemned or determined to be non-repairable, the parts will be disposed of at no expense to you and you will pay the list price for the replacement part, less any applicable exchange fee previously paid. Title to parts and material furnished by us will pass to you upon incorporation in the Equipment and, simultaneously, title to the parts replaced will pass to us. At Redelivery, we will provide you copies of all work records required by, as applicable, the FAA, JAA, CAA or other equivalent aviation authority (each, an "Approved Aviation Authority") which we agree in writing.
2. **Governmental Authorization.** You will be the importer/exporter of record of the Equipment and, unless we otherwise agree in writing, you will be responsible for obtaining all necessary import/export licenses, permits and other required authorizations. All Delivered items (including technical data) shall at all times be subject to U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations. You will not dispose of USA-origin items furnished by us (including technical data) other than in and to the country of ultimate destination specified in the Proposal, government license(s), and authorization(s), except as law and regulation permit.
3. **Taxes.** You agree to pay all taxes, duties, fees, charges or assessments of any nature (but excluding income taxes) assessed or levied in connection with performance of this Agreement.
4. **Prices/Payment.** Our prices for Services are stated in U.S. Dollars and shall be at the rates quoted to you in the Proposal. Any Service provided that is not priced in the Proposal shall be charged in accordance with our standard pricing. In addition to the quoted prices, you are responsible for all applicable taxes, duties, and freight. There will be a 5% charge on all labor charges for miscellaneous shop supplies and environmental costs on all service work orders, not to exceed \$2,500 in aggregate for all service work orders. All invoices are due prior to Redelivery of the repaired Equipment and shall be paid by wire transfer to our bank account, immediately available for use and without set-off. If your account becomes delinquent, you will grant us commercially acceptable assurances of payment. You will pay us one and one-half percentage (1.5%) points interest per month for all payments past due.
5. **Excusable Delay.** You will excuse us from, and we will not be liable for, any delay in our performance due to causes beyond our reasonable control and, in the event of such delay, we may invoice you for all completed Services. If you cause a delay, your Equipment may be removed from Service, which may result in a greater than day-for-day delay in the completion of Services.
6. **Warranty.** We warrant that for a period of 90 days after the date of Redelivery the work performed on the Equipment will be free from defects in workmanship and conform to final specifications, plans, and drawings that the parties have agreed in writing to be a part of this Agreement. You will send us written notice of a defect within thirty (30) days of discovering it. If we reasonably determine that the work performed does not meet this warranty then we will promptly, at our option, either (a) repair the defective work, (b) replace the defective item, or (c) refund the repair price allocable to the defective work. The warranty period on any such repaired or replaced item will be the unexpired portion of the warranty on the initially repaired item. You will send the defective item, freight prepaid, to the location we specify. We will reimburse reasonable freight charges you incur for transportation for repairs covered by this warranty. **This warranty is exclusive and in lieu of all other warranties including warranties of merchantability and fitness for a particular purpose. We will not be responsible for incidental, resultant or consequential damages.** This warranty is not assignable without our written consent and is applicable only if, following Redelivery, the Equipment (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with Airworthiness Directives and the then-current recommendations of the Equipment manufacturer as stated in its manuals, Service Bulletins or written instructions; (b) has not been altered, modified or repaired by anyone other than us; and (c) has not been subjected to accident, misuse, abuse or neglect.
7. **Indemnity.**
By StandardAero. We shall indemnify, defend, save, and hold harmless Customer and its Affiliates, Parent, subsidiaries and their respective directors, officers, and employees from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses for any loss of, damage to, or destruction of any property (including the Engines) or any injury to or death of any person arising from StandardAero's negligence, misconduct or performance of its obligations under this Agreement; provided, however, StandardAero shall not be required to indemnify Customer for any claims or liabilities arising from Customer' negligence or misconduct. StandardAero shall indemnify, defend, save, and hold harmless Customer and its Parent, subsidiaries, Affiliates and their respective

directors, officers, and employees from and against all claims and liabilities resulting in injuries or damages suffered by employees of StandardAero in connection with the performance of Services hereunder.

By Customer. Customer shall indemnify, defend, save, and hold harmless StandardAero, its Parent, Affiliates, directors, officers, servants, and employees thereof, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses for any loss of, damage to, or destruction of any property (including the Engines) or any injury to or death of any person arising from Customer' use, operation, repair, maintenance, or disposition of the Engines; provided, however, Customer shall not be required to indemnify StandardAero for any claims or liabilities arising from StandardAero's negligence or misconduct or breach of its obligations arising under this Agreement. Customer shall indemnify, defend, save, and hold harmless StandardAero, its Affiliates, directors, officers, servants, and employees thereof from and against all claims and liabilities resulting in injuries or damages suffered by employees of Customer in connection with the performance of their respective employment with Customer other than claims arising from injury to the person resulting from the Services.

8. **Limitation of Liability.** The total liability of StandardAero shall not exceed the dollar value of the Equipment immediately prior to the failure precipitating such claim. Neither Party shall be liable for special, incidental, or consequential damages.
9. **Information, Trademarks.** 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 is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation or 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 owned or licensed by the other party.
10. **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. We may terminate this Agreement without advance notice if you (a) fail to make any of the required payments when due, (b) make any agreement with your creditors due to your inability to make timely payment of your debts, (c) enter into compulsory or voluntary liquidation, (d) become insolvent, or (e) become subject to the appointment of a receiver of all or a material part of your assets. Upon any such termination, you will not be relieved of your obligation to pay for Services performed.
11. **Customer Furnished Material.** Consistent with the approved Workscope and charges specified in the Proposal, you may supply mutually agreed quantities and types of parts to us as "Customer Furnished Material", if furnished with an Approved Aviation Authority serviceability tag and ready for immediate use. If your delay in providing material would delay our performance, we may supply such parts and material at your expense.
12. **Dispute Resolution and Governing Law.** This Agreement shall be governed by the law of the State of New York, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods. We will try to amicably resolve any dispute relating to this Agreement within sixty (60) days. In the event we do not, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Phoenix, Arizona. Either of us may take appropriate legal action as may be required for the enforcement of such arbitration award.
13. **General Provisions.**
Right to Subcontract. We have the right to subcontract any Service to any subcontractor properly certified and rated by the Approved Aviation Authority.
Assignment. This Agreement may not be assigned without the prior written consent of the other party, except that your consent will not be required for an assignment by us to one of our affiliates.
Waiver of Immunity. If you are incorporated or based outside the United States, to the extent that you or any of your property becomes entitled to sovereign or other immunity from any legal action, you waive your immunity in connection with this Agreement.
Language, Notices. All correspondence and documentation connected with this Agreement will be in English. All notices will be in writing, effective upon receipt and will be provided to the addresses set forth on the Proposal, which may be changed by written notice.
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.
Entire Agreement. 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 the Proposal and this document, the Proposal shall rule. This Agreement may be executed in one or more counterparts, each treated as the same binding agreement which shall be effective upon execution.