

These Standard Terms and Conditions of Sale of 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 parts and components (“**Equipment**”) described in the Proposal and will comprise the entire agreement (“**Agreement**”) for the services quoted by StandardAero (“**Services**”). In this Agreement, reference to the “**Customer**” will refer to the party identified in the proposal. StandardAero and Customer will herein each be referred to as a “**Party**” or collectively as the “**Parties**”.

1. **Prices/Payment** Our prices for Services are stated in the Proposal in U.S. Dollars. 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 within thirty (30) days of issuance of StandardAero’s invoice, and shall be made 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 in addition to any other rights it may have at law or under this Agreement.

2. **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 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 in accordance with Article 16.

3. **Work Stoppage** If Customer causes any postponement or stoppage of Services, Customer will be liable to StandardAero for any postponement costs associated with the Work Stoppage including but not limited to handling, reasonable storage fees, inspections and preservation costs. Customer agrees that such postponement charges will be invoiced monthly 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.

4. **Warranty** Unless otherwise agreed to in writing by the Parties, Services provided herein will be subject to warranty stipulated on the last page of these terms.

5. **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 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.

6. **Customer Indemnity [Applicable only if StandardAero’s Proposal is not directly with a government of military organization]** Customer will indemnify StandardAero from third party losses for damage to or destruction of any property or any injury to or death of any person caused 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 by StandardAero’s negligence or misconduct in its performance of the Services.

7. **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 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. This limitation of liability does not apply to instances of gross negligence or willful misconduct by StandardAero.*

8. **StandardAero Insurance** StandardAero, at its expense, will maintain until Redelivery of the Equipment the following insurance coverage: Aviation Products Liability including Aviation Premises, Products and Completed Operations and Hangarkeepers Liability for a Combined Single Limit Bodily Injury and Property Damage in the amount of \$200,000,000 each occurrence (aggregate in respect of products liability).

9. **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.

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. 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 16.

11. **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., the United Nations, the World Bank, or the International Monetary Fund); or (iv) any member of a royal or ruling family. Already covered

Customer represents and warrants to StandardAero that it will comply with all laws of the country(ies) or 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.

Customer represents and warrants 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

12. **Dispute Resolution and 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 sixty (60) 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **Entire Agreement** This Agreement and its appendices constitute the sole Agreement between the Parties with regard to the subject matter herein and supersedes all other contracts, agreements or understandings of the matters herein subject only to any written amendments consented to by both Parties which specifically reference this Agreement.

**REPAIR AND OVERHAUL WARRANTY
(SA REV 0415)**



StandardAero warrants that repairs and overhauls performed by StandardAero shall be free from defects in workmanship for the applicable warranty period subject to the terms and conditions herein. A defect shall mean the failure of an engine, module, accessory, or part to function in accordance with the OEM's or applicable airworthiness authority's requirements due to StandardAero's workmanship.

New parts embodied by StandardAero during an overhaul or repair shall be subject to the OEM's new part warranty. StandardAero shall assist Customer by administering new parts warranty claims with the OEM on behalf of Customer in accordance with OEM warranty policies. StandardAero shall also assist Customer by requesting that StandardAero's suppliers' and subcontractors' warranties with respect to parts embodied in or services provided on Customer's engines, accessories, modules, or parts shall be extended to and be enforceable by Customer. StandardAero does not warrant PMA or Customer supplied parts nor parts embodied by or workmanship of other companies.

This warranty shall be effective for a period of 1000 hours or 12 months from the date of delivery, whichever occurs first. The obligation of StandardAero under this warranty is limited to the repair or replacement of the parts which failed due to defects in StandardAero's workmanship and shall not include the costs of parts or labor necessary for the disassembly, reassembly, or testing of the major assembly in which the defect occurred. In the event that life limited parts covered by this warranty are damaged beyond repair, StandardAero shall only be obligated for the value of the remaining life of such parts. To obtain warranty coverage, defects in workmanship must be discovered within the warranty period and StandardAero must be given prompt notice in writing no later than 30 days from the date Customer knew or should have known of the defect. The engine, accessory, module, or part must be returned, shipping prepaid by Customer, to StandardAero no later than 30 days after such notification is made. Customer must make any previously attached or related parts available to StandardAero upon request to assist in determining the cause of the defect.

Warranty claims that have been allowed, shall be returned to Customer at StandardAero's expense. In the event that a warranty claim is denied, the engine, accessory, module, or part shall be returned to Customer C.O.D. and the cost of disassembly and reassembly to disclose the claimed defect and the cost of preparation of any technical report shall be borne by Customer at StandardAero's current applicable hourly rates.

This warranty may not be transferred to another party with the express written consent of StandardAero and will only be transferred upon completion of an engine performance inspection, performed at Customer's cost, as specified by StandardAero at the time of request for transfer.

Warranty coverage may be denied if the engine, accessory, module, or part: (1) has not been maintained and operated in accordance with StandardAero's recommendations and the OEM's directives and instructions; (2) has been altered or repaired outside StandardAero facilities; or (3) has been subjected to misuse, neglect, accident, improper handling or storage, or damage from the elements.

This warranty is in lieu of all other warranties expressed or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. All other obligations and liabilities with respect to the repair or replacement of defects due to StandardAero's workmanship are hereby expressly disclaimed including, but not limited, to such damages resulting from a breach of contract or warranty, alleged negligence or otherwise. This warranty does not include, and StandardAero will not be liable for any other remedy or liability for incidental or consequential damages of any kind, including but not limited to, loss of use, lost profits or revenue, cost of substitute equipment, or attorneys fees.