

Aviation Purchasing Terms & Conditions for Goods & Services



(Rev.201908.05)

These terms and conditions together with attachments appended hereto, special terms on the PO and mandatory legislation ("Terms") are the exclusive Terms governing the sale of Goods or performance of Services or provisioning of Deliverables by B&E Aircraft Component Repair (B&E ACR) a StandardAero Company and its affiliated companies and subsidiaries, unless this PO is in adherence to a signed Purchase Agreement.

1. DEFINITIONS

As used throughout this purchase order shall have the meaning as normally accepted. The following terms shall have the meanings:

- a) **"BUYER"** means B&E ACR Aviation a StandardAero Company and/or its affiliated companies and subsidiaries who are contracting under these Terms with Supplier and identified as the purchasing entity on the PO.
- b) **"BUYER CUSTOMER"** means the eventual owner, lessee or operator of the Goods or Services including the buyer of a product incorporating Goods or Services.
- c) **"DELIVERABLES"** the quantifiable Goods or Services named in the PO that must be provided as agreed upon.
- d) **"GOODS"** means the products provided by Supplier under this PO, including without limitations all articles, drawings, supplies, components, raw materials, parts, technology, reports, data, software, manuals and intermediate assemblies thereof.
- e) **"PARTY"** or **"PARTIES"** means Buyer and Supplier individually a "Party" and collectively "Parties" as the context requires.
- f) **"PO"** shall mean the electronic or paper document sent to Supplier from Buyer to initiate an order of Goods or Services.
- g) **"SUPPLIER"** means the legal entity contracting to supply the Good(s) or Services with the purchasing entity on the PO.
- h) **"SERVICES"** activities performed by Supplier for Buyer by virtue of their job, profession or training for the manufacturing, designing, engineering, installation, repairing or maintaining or delivery of Goods.

2. TERMS AND CONDITIONS

(a) These Terms shall be applicable to all POs issued by Buyer. Either the Supplier's written acknowledgement or Supplier's full or partial performance under the PO, whichever occurs first, will constitute acceptance of these Terms. Any acceptance of the PO is limited to acceptance of the express terms of the offer set forth in the PO. If Buyer's PO shall be deemed an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms set forth in this document.

(b) These Terms shall supersede and replace all terms and conditions appearing or referred to on any proposal, acknowledgement, or acceptance or any other communication issued by the Supplier in connection with such order. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree any of the terms of this offer in Supplier's acceptance or acknowledgement are hereby objected to and rejected.

3. PAYMENT TERMS

(a) **Standard Payment Terms.** Supplier shall be paid by Buyer in connection with each PO in the manner and in the amount specified on the face of the PO. Unless otherwise agreed to between Buyer and Supplier, Supplier shall invoice Buyer upon actual delivery of the Goods. Buyer's standard terms of settlement shall be payment of the invoiced amount within sixty (60) days of Buyer's receipt of a correct Invoice. Settlement and invoicing may be paperless, and in a format acceptable to Buyer. Supplier must provide banking information to establish electronic funds transfer for U.S. Suppliers and wire transfer for non-U.S. Suppliers. Payment shall be deemed to have been made as of the date of electronic funds transfer or wire transfer initiation.

(b) **Taxes.** Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, VAT and similar fees imposed by any government, all of which shall be listed separately on the invoice. If Buyer, for any reason, pays for any taxes for which Supplier is responsible, Supplier shall promptly reimburse Buyer for such payment, along with any expenses thereto.

(c) **Setoff.** Buyer shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties.

4. DELIVERY OF GOODS OR SERVICES

(a) **Delivery.** Supplier will deliver Goods FCA (INCOTERMS 2010) Buyer's facility if located within the continental US and DDP (INCOTERMS 2010) for international transactions. Goods title and risk of loss or damage to such Goods shall pass to Buyer upon Delivery.

(b) **Notification.** In the event Supplier for any reason anticipates any difficulty in complying with the required delivery date, or in meeting any of the other requirements of this PO, Supplier shall promptly notify Buyer in writing. If Supplier does not comply with the stated delivery schedules, Buyer may, in addition to any other right Buyer may have, require the Supplier to make delivery by fastest way, with the full cost of such delivery absorbed by Supplier. Supplier shall immediately notify Buyer in the event of any actual or anticipated difficulty in complying with the delivery date.

(c) **Anticipation of Delivery Schedule.** Unless otherwise agreed to in writing, Supplier shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet firm delivery schedules and those planned schedules that are within lead-time.

(d) **Parts Compliance and Materials Certification.** By acceptance of PO, Supplier certifies that, except as specifically reported by Supplier to Buyer in accordance with Buyer's reporting requirements, Goods supplied shall strictly conform to all requirements of this PO and that objective evidence, when applicable, of strict conformance with quality specifications is in place or on file as required by PO and available for examination by Buyer.

(e) **Material Scheduling.** Upon Buyer's request, Supplier shall implement full production, bin stocking and/or kitting for hardware supplied by Supplier. Supplier shall provide commitments to Buyer's schedule within 72 hours of a change in Buyer's production schedule. If Supplier is unable to meet Buyer's schedule, Supplier shall immediately notify Buyer in advance for proper reconciliation.

5. PACKAGING, INSPECTION, ACCEPTANCE & LATE FEES

(a) Supplier shall prepare and package the Goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this PO, unless otherwise specified in the PO;

(b) A complete packing list shall be enclosed with all shipments. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including Buyer's PO, or contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Agreement number. All Goods shall strictly comply with all applicable specifications and shall be subject to inspection and test by Buyer and Buyer Customer at all times and places. If any inspection or test is made on the premises of Supplier or its vendor, Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Supplier or its vendor shall be performed in such a manner as not to unduly delay the delivery of Goods.

(c) Buyer reserves the right to reject any Goods, which are damaged or defective in material or workmanship, are nonconforming or is, or are suspected to be, a counterfeit item, Supplier shall bear all risk of loss or damage to rejected Goods.

(d) All decisions regarding the serviceable condition of repaired Components shall be at the sole discretion of Buyer, based on current Buyer Goods limits. If Goods fail Buyer inspection due to apparent transit damage which is due to improper packaging by Supplier, Goods shall be returned to Supplier, and Supplier shall pay all shipping costs, file all claims, and perform all repairs for rework at no cost to Buyer. If Goods fail Buyer inspection due to Supplier quality issues, Goods shall be returned to Supplier for repair or replacement at Supplier's sole expense and Supplier shall pay all shipping costs to deliver conforming Goods.

(e) At any time during the manufacture or repair of the Goods until final acceptance of Goods by Buyer, Buyer shall have the right under all circumstances to witness and inspect all manufacturing, tests and corrections of a material nature carried out by Supplier and to verify specifications. Accordingly, if Buyer exercises its right to witness inspection hereunder, Supplier shall inform Buyer in advance of the date on which such tests or corrections are to be performed. Supplier shall correct any deficiencies in manufacturing repair or engineering which result in the Good's failure to conform to Buyer's specification promptly and without additional cost to Buyer unless otherwise agreed upon.

(f) Buyer's approval of Supplier drawings, procedures, and/or manuals, furnished by Supplier shall in no way change Supplier's obligation to deliver Goods in accordance with the requirements and specifications referenced in the PO, applicable laws and regulations, including, but not limited to FAA regulations.

(g) Buyer's failure to inspect the Goods shall neither relieve Supplier from responsibility for such Goods, which are not in accordance with the PO requirements and specification nor impose liabilities on Buyer therefor. The inspection or test of any Goods by Buyer shall not relieve Supplier from any responsibility regarding defects or other failures to meet PO requirements and specifications, which may be discovered subsequently.

(h) Buyer may, at its sole discretion, reject all or any part of Goods not conforming to the requirements/specifications stated in this PO.

(i) **Late Delivery Fees:** If Supplier fails to have Goods delivered in the time stated in the PO or proposal, Buyer has the option to enforce the following late fees: 2% of invoice price after 14 days, 5% after 30 days, 9% after 45 days and 15% of final invoice price after 60 days.

6. CHANGES

Buyer reserves the right at any time without notice to the sureties, to make changes or modifications in the Goods covered by this PO. Buyer will issue such change in writing ("Change Order"). Any increase or decrease in price or time for performance resulting from such Change Order shall be equitably adjusted and the PO shall be modified in writing accordingly. Supplier must assert its right to an adjustment under this provision in writing, delivered to Buyer's contracting representative within fifteen (15) days from Supplier's receipt of the Change Order. Failure to agree on the adjustment shall be deemed a dispute hereunder and such dispute will not excuse Supplier from continuing performance as changed.

7. STOP GOODS ORDER

Buyer may at any time and by written order to Supplier require Supplier to stop all, or any part of, the Goods being provided hereunder for a period not to exceed ninety (90) days ("Stop Goods Order"). Upon receipt of the Stop Goods Order Supplier will immediately comply with the terms of the Stop Goods Order and will take all reasonable steps to minimize the incurrence of costs allocable to the Goods covered by the Stop Goods Order. Within the ninety-day period, Buyer will either (i) cancel the Stop Goods Order; or (ii) terminate the Goods covered as provided in the Termination provisions of this PO. If the Stop Goods Order is canceled or the ninety-day period expires, Supplier shall resume Goods and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision.

8. AUDIT, RECORDS AND RIGHT OF ENTRY

(a) Buyer shall have the right to conduct audits of Supplier's records for a period of up to twenty-four (24) months subsequent to the effective date of termination or cancellation of this Agreement.

(b) Unless a longer period is specified in this PO or by law or regulation, Supplier shall retain all records related to this PO for three (3) years from the date of final payment received by Supplier or according to the applicable customer or regulatory requirements. Records related to this PO include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Supplier shall make available within 72 hours of request and provide access to such records to the US Government and/or Buyer.

(c) Buyer, at Buyer's expense, (and Buyer representatives, Buyer Customers, US Government and regulatory agencies) shall have the right of entry to inspect Supplier's facilities, their sub tiers, and any other location or facility operated by Supplier in connection with its obligations and duties under this Agreement in order to ensure Supplier's compliance with such obligations and duties. Buyer shall provide at least twenty-four (24) hours advance (written, electronic or telephonic) notice to Supplier.

9. REPRESENTATIONS AND WARRANTIES

(a) Supplier represents and warrants that Supplier has power, authority, rights and licenses, enter into this Agreement and to provide the Products, Services and Deliverables.

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- (b) Supplier warrants that Supplier shall use all commercially reasonable efforts to fulfill Supplier's obligations under this PO, and that time is of the essence.
- (c) Supplier warrants that all Products, Services, and Deliverables shall be provided to Buyer free from any claims of any nature, including, without limitation, defects in title, and free of all liens, claims, or encumbrances.
- (d) Supplier shall warrant that all persons whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are lawfully permitted, properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.
- (e) Supplier warrants that its directors, employees, agents, representatives, contractors and subcontractors and any other person acting on its behalf will not:
- offer, give or agree to give or receive, request or accept any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the order or the Goods or Services; nor
 - act in any way which would constitute an offence by Supplier or would cause Buyer to commit an offence under any anti-bribery legislation; nor
- (f) If Supplier breaches any of the above warranties, Buyer shall be entitled to terminate the PO by written notice with immediate effect. Any termination shall be without prejudice to the accrued rights of the Buyer.
- (g) Supplier shall indemnify and hold harmless Buyer from any loss, damage and expense, including all legal fees, incurred or sustained by Buyer, which is caused by or arises because of a breach of any of these warranties.

10. SECURITY AND CRISIS MANAGEMENT

- (a) Supplier agrees to take all reasonable precautions to assure that the Good carried on hereunder shall be protected against theft, destruction, or unauthorized disclosure.
- (b) Buyer reserves the right to inspect Supplier's policy and to conduct on-site audits of Supplier's facility and practices to determine whether Supplier's policy and Supplier's implementation of the policy are reasonably sufficient to protect Buyer's interests. If Buyer reasonably determines that Supplier's policy and/or policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Supplier notice of such determination. Upon receiving such notice, Supplier shall have forty-five (45) days thereafter to make the policy changes and take the implementation actions reasonably requested by Buyer. Supplier's failure to take such actions shall give Buyer the right to terminate this purchase order immediately without further compensation to Supplier.

11. WORK ON BUYER'S AND THIRD PARTY PREMISES

- (a) "Premises" as used in this clause means premises of Buyer, Buyer Customers, or third parties where Services are being performed.
- (b) Supplier shall ensure that Supplier personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without Buyer's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-Buyer related business activities (such as interviews, hiring, dismissals or personal solicitations) on Premises; (vi) do not send or receive non-Buyer related mail through Buyer's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without Buyer's written permission or as permitted by law; and (viii) follow instruction from Buyer in the event of an actual or imminent safety or environmental hazard on Premises.
- (c) All persons, property, and vehicles entering or leaving Premises are subject to search.
- (d) Supplier shall promptly notify Buyer and provide a report of any accidents or security incidents involving loss of or misuse or damage to Buyer, Buyer Customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.
- (e) (1) Prior to entry on Premises, Supplier shall coordinate with Buyer to gain access. Supplier shall provide information reasonably required by Buyer to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. (2) Supplier personnel requiring unescorted access to Premises shall, prior to entry, be screened by Supplier at no charge to Buyer through the Buyer Contractor Screen Program, or otherwise screened by Supplier in a manner satisfactory to Buyer.
- (f) Supplier shall ensure that Supplier personnel: (i) do not remove Buyer, Buyer Customer, or third party assets from Premises without Buyer authorization; (ii) use Buyer, Buyer Customer, or third party assets only for purposes of this Agreement; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by Buyer; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Buyer may periodically audit Supplier's data residing on Buyer, Buyer Customer, or third party assets on Premises.
- (g) Buyer may, at its sole discretion, have Supplier remove any specified employee of Supplier from Premises and require that such employee not be reassigned to any Premises under this Agreement.
- (h) Violation of this clause may result in termination of this Agreement in addition to any other remedy available to Buyer at law or in equity. Supplier shall reimburse Buyer, Buyer Customer, or third party for any unauthorized use of Buyer, Buyer Customer, or third party assets.
- (i) Supplier shall advise the Buyer Procurement Representative of any unauthorized direction or course of conduct.
- (j) Supplier shall immediately report to Buyer all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. Supplier shall provide Buyer with a copy of any reports of such incidents Supplier makes to governmental authorities.

12. COUNTERFEIT GOODS AND COUNTERFEIT ELECTRONIC PARTS

- (a) Definitions: The following definitions apply to this Section:
1. "Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or

- otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
2. "Counterfeit Goods" means Goods, including any Counterfeit Electronic Parts, that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Goods represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
3. "Electronic part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly.
4. "Suspect Counterfeit Electronic Part of Goods" means Electronic Parts or Goods for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic.
5. "Obsolete item" means any part, component, sub-component or other deliverable hereunder, that is no longer in production by the OCM/OEM or an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer.

- (b) Supplier shall not deliver Counterfeit Goods, Counterfeit Electronic Parts, or Suspect Counterfeit Goods to Buyer under this Contract.
- (c) Supplier shall only purchase products to be delivered or incorporated as Goods to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain or other source with the express written authority of the OCM/OEM. Supplier may only use another source if (i) the foregoing sources are unavailable, (ii) Supplier's inspection and other counterfeit detection and avoidance risk mitigation processes will be employed to ensure the authenticity of the Goods, and (iii) Supplier obtains the advance written approval of Buyer.
- (d) Supplier shall establish and maintain an acceptable counterfeit goods and electronic parts detection and avoidance system in accordance with industry recognized standards and with any other specific requirements identified in this Agreement. If the Goods or Electronic Parts being delivered to Buyer are in relations to a US government contract, the system in place must conform to the requirements stipulated in DFARS 252.246-7007 and 252.246-7008.
- (e) Supplier shall immediately notify Buyer with the pertinent facts if Supplier becomes aware that it has delivered Counterfeit Goods, Counterfeit Electronic Parts, or Suspect Counterfeit Goods. When requested by Buyer, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Supplier, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Goods, Counterfeit Electronic Parts, or Suspect Counterfeit Goods under this Agreement.
- (f) This Article applies in addition to, and is not altered, changed, or superseded by any quality provision, specification, statement of Good, regulatory flow down, or other provision included in this Agreement addressing the authenticity of Goods.
- (g) In the event that Goods or Electronic Parts delivered under this Agreement constitutes or includes Counterfeit Goods, Supplier will promptly replace, at its sole expense, such Counterfeit Goods with genuine Goods or Electronic Parts conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Supplier shall be liable for all costs relating to the remediation of Counterfeit Goods, including without limitation BUYER's costs of removing Counterfeit Goods of installing replacement Goods and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Agreement.
- (h) Supplier shall include paragraphs (a) through (f) and this paragraph (h) of this Article or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

13. CONFLICT MINERALS AND SPECIALTY METALS

- (a) Supplier will not supply Goods that contain Conflict Minerals. "Conflict Minerals" is defined as tin, tantalum, tungsten and gold (the Conflict Minerals or 3TG) originating in the Democratic Republic of the Congo (DRC) and the adjoining countries of Angola, Burundi, the Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia (the Covered Countries).
- (b) If an order placed by Buyer is related to a government contract, all specialty metals incorporated in items delivered under the Agreement shall be melted or produced in the United States, its outlying areas, or a qualifying country unless prior written consent is indicated by Buyer on its purchase order. Government Orders will be indicated on the request for quote, proposal or purchase order by the references to U.S. government flow downs. For purposes of this clause, "Specialty Metals" shall mean: (i) Steel with a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium; (ii) Metal alloys consisting of Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent; (iii) Titanium and titanium alloys or (iv) Zirconium and zirconium alloys. "Steel" means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.
- (c) If Supplier has reason to believe its Goods contain Conflict Minerals or Specialty Metals which do not conform to the specification listed in Clause (6b), Supplier will immediately notify Buyer in writing providing a description of the Goods containing or believed to contain Conflict Minerals, date of supply, lot codes, part or serial numbers or other identifying characteristics and all other relevant information necessary to identify when and where the Goods were provided, type of mineral and the believed country of origin of the Conflict Mineral. In addition, Supplier will have internal process and procedures that determine if their products contain Conflict Minerals and if so,

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implement supply chain due diligence processes to identify sources of these minerals and support efforts to eradicate the use of Conflict Minerals, which directly or indirectly finance or benefit armed groups in the Covered Countries.

will not be construed as a waiver of the Supplier's obligation to maintain such insurance.

14. QUALITY STANDARDS

- (a) The Supplier shall implement and maintain a quality program acceptable to Buyer for the Goods delivered under this PO. When so requested Supplier shall submit to Buyer, for Buyer's approval, the quality program documentation, including Supplier's procedures, instructions, practices, processes and other related documents. Supplier will have the continuing obligation to notify immediately Buyer of change or deviation from Supplier's approved quality program and to notify Buyer of any Goods delivered during the period of such change or deviation.
- (b) Buyer, Buyer Customers and its higher-level contractors, including government agencies, will have the right to inspect Supplier and Supplier's lower-tier subcontractor's manufacturing facilities, processes, inspection systems, quality assurance systems, data, and equipment as may be related to the Goods furnished under this PO.
- (c) Upon request, Supplier shall submit, where applicable, test specimens (e.g., production method, number, storage conditions) for design approval, inspection, investigation or auditing.
- (d) Supplier must have prior approval of Buyer for any change to the product configuration, including engineering design and fabrication processes for Goods covered by this PO or any previous POs.
- (e) Supplier shall notify Buyer within twenty-four (24) hours of the discovery of any defect in the Goods furnished under this PO or any previous POs.
- (f) Supplier shall ensure that all of its subcontractors are provided with all applicable requirements, specifications and standards required by Buyer, Buyer Customers or regulatory authorities, with respect to the Goods furnished under this PO.
- (g) Supplier shall ensure to use customer designated or approved external providers, including process sources (i.e. special processes) if applicable.

15. SERVICE WARRANTY

Supplier shall warrant all services against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms. If this subcontract includes the provision of Services, Supplier warrants that it has and will maintain sufficient trained personnel to execute promptly and efficiently the Services contemplated under this PO. Supplier further warrants that the services shall be performed to at least the standard of performance reasonably expected of similar service providers in Buyer's geographic region. In the event of a service defect, the Supplier shall, at Buyer's discretion, repair or re-perform the defective services at no cost to the Buyer.

16. GOODS WARRANTY

Supplier warrants that all Goods furnished pursuant to this PO shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this PO, and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Goods are identified within the warranty period, Supplier, at Buyer's option, shall promptly reimburse funds or replace Goods. Transportation of replacement Goods and the return of nonconforming Goods shall be at Supplier's expense. All warranties shall extend to Buyer and Buyer Customers.

17. INSURANCE

Supplier shall provide, pay for, and maintain in full force and effect those insurance outlined here (if applicable) for coverages at not less than the prescribed minimum limits of liability, covering Supplier's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Aviation Liability including Premises, Products, Completed Operations and Contractual Liability in an amount of not less than \$50,000,000 per occurrence/annual aggregate for products/completed operations.	
Commercial General Liability:	\$1,000,000 each occurrence
	\$2,000,000 general aggregate with dedicated limits per project site.
	\$2,000,000 products and completed Operations aggregate.
Automobile Liability:	\$1,000,000 combined single limit each accident
Workers' Compensation:	Statutory Limit
Employer's Liability:	\$1,000,000 bodily injury for each accident
Umbrella/Excess Liability:	\$5,000,000 combined single limit and annual aggregate
Contractor's Pollution Liability:	\$5,000,000 each occurrence and annual aggregate
Professional Liability:	\$1,000,000 each claim and annual aggregate

Upon Buyer's request Supplier will provide to Buyer a certificate of insurance naming Buyer as additional insured and certifying that at least the minimum coverages required here are in effect and specifying that the liability coverages are written on an occurrence form and that the coverages will not be canceled, nonrenewed, or materially changed by endorsement or through issuance of other policy (ies) of insurance without 60 days advance written notice to Buyer. All coverages required of Supplier will be primary over any insurance or self-insurance program carried by Buyer and shall include a waiver of subrogation. Failure of Buyer to demand such certificate

18. INDEMNIFICATION

Supplier shall defend, indemnify and hold harmless Buyer and all of its directors, officers, employees, agents and representatives from and against all claims, losses, damages, attorney's fees, actions, liability, demands, judgments, costs and expenses arising from Supplier's and its subcontractors', negligence or willful misconduct in performance of its obligations under this PO. Buyer shall not enter into any settlement agreement that contains any admission of liability on the part of Supplier. **Patent Indemnity.** Supplier shall indemnify and save Buyer and Buyer Customers harmless, in exercising the rights and licenses provided herein, from and against any expense or liability, including costs, fees and damages, arising out of any claim, suit or proceeding that the manufacture or furnishing of Goods under this PO, or the use of such Goods (without modification or further combination) or sales of such Goods constitutes infringement of any patent, trade secret or copyright or other proprietary rights of any third party. If an injunction should issue, Supplier shall procure for Buyer and Buyer Customers the rights to continue using said Goods, or modify them in a manner acceptable to Buyer so they become non-infringing, or with the written approval of Buyer, remove said Goods and refund the purchase price.

19. TERMINATION

- (a) **Convenience.** Buyer shall have the right, at any time, upon written notice to Supplier, to terminate all or any portion of the Goods or Services ordered under this PO. Upon receipt of notice to terminate, Supplier shall cease all production and provision of Goods or Service. Supplier shall submit an itemized list of completed or partially completed Services or Goods up to the date of termination. Buyer shall reimburse Supplier for Goods completed up to the effective date of termination. Notwithstanding anything to the contrary in the Terms, Buyer will not be liable to Supplier for any costs or damages whatsoever for termination for convenience with respect to a particular aircraft program of any Buyer's Customers, if termination is due to the cancellation, in whole or part, of such aircraft program by Buyer's immediate customer(s) or Buyer's ultimate customers or bankruptcy or insolvency of such customers.
- (b) **Default.** Buyer may by written notice of default to Supplier (a) terminate the whole or any part of any order in any one of the following circumstances: (i) if the Supplier fails to perform or deliver the Goods within the time specified in the PO or any extension Buyer grants thereof; or (ii) if Supplier fails to perform any of the other provisions of any PO, or so fails to make progress as to endanger performance of any PO in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of fifteen (15) calendar days after receipt of Buyer's notice or such longer period as Buyer may authorize in writing. In the event of partial termination, Supplier shall continue performance of such PO to the extent not terminated. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion may elect to (1) extend the schedule; and/or (2) waive deficiencies in Supplier's performance, in which case an equitable reduction in the PO price may be negotiated. In the event Supplier for any reason anticipates difficulty in complying with the required schedule, or in meeting any of the other requirements of any PO, Supplier shall promptly notify Buyer in writing. The rights and remedies of Buyer provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under any Buyer PO. In the event, Buyer wrongfully terminates this PO for default, in whole or in part, such termination becomes a termination for convenience under this Article.

20. INTELLECTUAL PROPERTY

For the purposes of this clause, "**Intellectual Property**" or "**IP**" means the inventions, data, goods, software, drawings, schematics, designs, prints, reports, technical information, discoveries, patents, specifications, trade secrets, trademarks, ideas, improvements, processes, copyrights, expertise or information of a similar nature without limitation.

- (a) Except as mutually agreed upon in writing, Buyer shall retain control and ownership of all IP owned, controlled or possessed by Buyer prior to the issuance of this PO. All IP owned by Supplier at the commencement of performance hereunder, shall remain the property of Supplier.
- (b) Supplier agrees that all IP (tangible and intangible), furnished to Supplier by Buyer, or any materials affixed or attached thereto, shall remain the personal property of Buyer, and, unless otherwise agreed to in writing by Buyer, shall be used by Supplier solely to provide Goods or Services to Buyer.
- (c) Buyer hereby grants Supplier a limited, revocable, paid-up license to use the IP furnished to Supplier hereunder for the sole purpose of Supplier's performance under this PO. All IP shall not be used, disclosed to others or reproduced for any other purpose without the prior written consent of Buyer, provided, however, Supplier may provide Data hereunder to Supplier's contractors for the sole purpose of enabling Supplier's contractors to assist Supplier in performing this PO. This license is non-assignable, and this license is terminable with or without cause by Buyer at any time. All Data shall be deemed the proprietary property of Buyer, whether or not it is marked with any restrictive legend.
- (d) Buyer proprietary property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Supplier as being the property of Buyer or Buyer's designee, and shall be safely stored separate and apart from Supplier's property. Such property while in Supplier's custody or control shall be held at Supplier's risk and shall be insured by Supplier for replacement cost with loss payable to Buyer.
- (e) If Buyer notifies Supplier that Goods ordered under this PO are patented, Supplier agrees to mark such Goods with any patent numbers or other markings designated by Buyer, including updates to such numbers or markings.
- (f) Supplier shall, as promptly as practicable after becoming aware that any Buyer Data in its care, custody or control is lost, destroyed, damaged, defective or deficient, notify Buyer of the event or condition in writing and Supplier shall be held responsible for same.
- (g) Supplier hereby grants to Buyer, and to Buyer's subcontractors and customers, in connection with the use, offer for sale, or sale of products provided to or work being performed for Buyer, an irrevocable, non-exclusive, paid-up worldwide license under any and all intellectual property (whether domestic or foreign), including patents, copyrights, industrial designs and/or mask works owned or controlled by Supplier at any time or licensed to Supplier, provided such a sublicense does not conflict with any provisions of the license to the Supplier.

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21. BUYER FURNISHED PROPERTY

(a) Buyer may provide, by written authorization, to Supplier property owned by either Buyer or its customer ("Furnished Property"). Supplier agrees that Furnished Property shall be used only for performance under this PO.

(b) Title to Furnished Property shall remain with Buyer or its customer as applicable. Supplier shall clearly mark (if not so marked) all Furnished Property to show its ownership.

(c) Except for reasonable wear and tear, Supplier shall be responsible for, and shall promptly notify Buyer of, any loss or damage to Furnished Property. Without additional charge, Supplier shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this PO and good commercial practice.

(d) At Supplier's request, and/or upon completion of this Agreement, Supplier shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by Buyer.

22. EXPORT COMPLIANCE

The Supplier will be the importer/exporter of record of the Goods and, unless we otherwise agree in writing, Supplier 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 all applicable import and export regulations including, without limitation, the U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations. Supplier will not dispose of USA-origin items furnished by Buyer (including technical data) other than in and to the country of ultimate destination specified in the PO, government license(s), and authorization(s), except as law and regulation permit.

23. DUTY DRAWBACK

If Supplier is an importer of record, upon request and where applicable, Supplier will provide Buyer customs form 7543 entitled "Certificate of Delivery" properly executed.

24. CONFIDENTIALITY

The Supplier agrees to treat as strictly confidential all provisions of this PO and any information provided as a result of this PO including, without limitation, all financial, business and product strategy information, product specifications and designs, procedures and formulae (hereinafter referred to as "Confidential Information"). Confidential Information will not be disclosed to any person, corporation, or third party, other than to employees of the Supplier who have a need to know for the performance of Supplier's obligation hereunder, without the prior written consent of the Buyer. Supplier agrees to safeguard the Confidential Information to prevent disclosure to or use by third parties. Consent shall not be withheld in the case of disclosure required for an investigation by a governmental authority or other mandatory legal process. The Supplier further agrees not to use Confidential Information to independently develop, reverse engineer or produce a product that is similar to or imitates products that are the subject of the Confidential Information, or otherwise use the Confidential Information for its own benefit or the benefit of another. Notwithstanding any document marking to the contrary, any knowledge or information that Supplier shall have disclosed or may hereafter disclose to Buyer incident to the placing and filling of any PO is not deemed confidential or proprietary information and accordingly shall be acquired free from any restriction on use or disclosure.

25. MISCELLANEOUS

(a) **Amendments and Notices.** Any notice required by this PO and all amendment or waivers to this PO must be in writing and duly signed by the authorized representatives of both parties. All notices shall be sent by registered prepaid post, by fax, or delivered personally to the binding representatives of this PO.

(b) **Assignment.** This PO may not be assigned or transferred to any person, firm, or corporation without the express, prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign its rights and/or obligations to an affiliate, parent of Buyer or successor in interest. Supplier shall promptly notify Buyer in writing of any organizational changes made by Supplier, including name change or ownership changes, mergers or acquisitions.

(c) **Attorney Fees.** If Buyer brings and action or asserts a counterclaim for enforcement of the Terms of this subcontract, then the Supplier agrees that Buyer shall be entitled to an award of its reasonable attorney's fees and court costs associated with such enforcement or counterclaim proceedings.

(d) **Audit Rights.** Buyer shall have the right to conduct audits of Supplier's records for a period of up to twenty-four (24) months subsequent to the effective date of termination or cancellation of this Agreement.

(e) **Compliance.** Supplier represents, warrants, and covenants that it shall supply all Goods in compliance with all applicable federal, provincial, international, national, state and local laws, legislation, ordinances, rules, codes, regulations and governmental agencies standards, including, but not limited to anti-bribery, labor, environmental, health and safety laws and regulations, having jurisdiction over activities relating to this PO. Supplier agrees to comply with StandardAero's Supplier Code of Ethics outlined at the following link (available upon request): <http://www.standardaero.com/AboutUs/Legal/SupplierPortal.aspx>

(f) **Disputes.** If any dispute arises with respect to the execution or interpretation of this PO, and prior to a Party initiating a formal legal proceeding relating to a dispute under a PO, the Parties shall attempt to settle their differences amicably and providing the other with written request for dispute resolution. If the Parties fail to reach a mutual agreement within 30 calendar days of receipt of the request, the dispute may be resolved by binding arbitration according to the Rules of Arbitration of the American Arbitration Association. Any arbitration shall occur in New York NY unless the Parties agree otherwise. With respect to any judgment or decision, the prevailing party shall be entitled to recover its reasonable actual legal fees, disbursements, and collection expenses without limitation by any rule of court or statute. The Parties shall treat all information and data disclosed by either Party in connection with the arbitration of any dispute relating to this Agreement as confidential.

(g) **English Language.** Except as the parties may otherwise agree, this PO, data, notices, shipping invoices, correspondence and other writings shall be written in the English language. In the event of any inconsistency between any terms of this PO and any translation thereof into another language, the English language meaning shall

control.

(h) **Entire Agreement.** This PO and any mutually agreed upon amendments shall constitute the entire agreement between the Parties with regard to the subject matter herein and supersede all other contracts, agreements or understandings of the matters herein subject, to include the issuance of any PO or invoicing terms provided by the Supplier. Appendices shall be applicable as specified in the PO.

(i) **Governing Law, Jurisdiction and Venue.** This PO shall be governed by the laws of the State of New York without reference to its conflicts of law provisions, and the Parties hereby attorn to the exclusive jurisdiction of the State of New York unless otherwise agreed. All claims, disputes or controversies related to or arising out of this PO will be resolved in the State of Federal Court of competent jurisdiction located in the southern district of New York, State of New York. The Parties expressly agree that the United Nations Convention for the International Sale of Goods ("CISG") will not apply to this Agreement and is hereby expressed waived from such application. Parties shall each bear its own costs of processing any dispute hereunder. The rights and remedies of the Buyer are cumulative and in addition to any other rights and remedies provided by law or in equity.

(j) **Gratuities/Kickbacks.** Supplier shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Buyer.

(k) **Independent Contractor.** Supplier is an independent contractor of Buyer. Nothing in this PO shall constitute the Supplier an employee, partner, agent of, or attorney for Buyer for any purpose. Nor is the Supplier granted any right or authority to assume or to create any obligation or responsibility, whether express or implied, on behalf of or in representation of Buyer or to bind Buyer. The Supplier shall not hold itself out as having any authority to bind Buyer.

(l) **Notices.** All non-legal and legal notices to be served hereunder must be in writing and addressed to the Party at the address on the PO. Such notices may be delivered by hand or recorded delivery.

(m) **Releases and Publicity.** Supplier shall not make or authorize any public release of information, advertisement or any other disclosure regarding this PO or the relationship between the Parties or make use of Buyer's logo or name without the prior written approval of Buyer.

(n) **Remedies.** Supplier will bear all liability relating to cost, expenses or damages incurred by Buyer with regard to or caused by Supplier's acts or omissions. The rights and remedies of Buyer and Buyer Customers and affiliates set forth herein are not exclusive and are cumulative and in additions to any other rights and remedies available to Parties at law or inequity.

(o) **Severability and Interpretation.** Each provision of this PO is severable from the other. In the event that any such provision is declared by a court of competent jurisdiction to be unenforceable, the validity of the remainder of the PO shall not be affected. Headings in this PO are for the purpose of convenience only and shall not be used in the interpretation of any part of this PO. In this PO, the use of the singular includes the plural and vice versa and the use of any, one gender includes all genders.

(p) **Survivability.** Notwithstanding any expiration or cancellation of this PO, Supplier shall remain obligated under all those provisions which expressly or by nature extend beyond and survive such expiration or cancellation.

(q) **Third Party Beneficiaries.** Buyer and Supplier have entered into this Agreement, is not intended to, and shall not create any rights in or against any third party. Furthermore, if Buyer issues an order under a US government contract, Supplier hereby acknowledges that any order placed by Buyer is solely a transaction between Buyer and Supplier and Supplier is prohibited against pursuing any claim directly against the U.S. Government and shall not acquire any direct claim or direct course of action against the US Government except as may be expressly set forth in this Terms document with the Government Contracting Officer's express consent.

(r) **US Government Orders.** If the Goods or Services sought by Buyer are related to a US Government Order, Buyer shall include all applicable clauses set forth in the Federal Acquisition Regulation (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS), as the Government Purchasing Addendum Terms and Conditions attached to this order (hereinafter the "Addendum"). Such clauses are hereby incorporated and are applicable hereto by this reference except for those that are specially excepted by the FAR/DFARS text of each clause. Where necessary to make the context of these clauses applicable to this Agreement, the term "Contractor" shall mean "Supplier", the term "Contract" shall mean this "Order," and the Terms "Government," "Contacting Officer," and equivalent phrases shall include "B&E ACR". The clauses listed shall be those in effect on the date such Order is issued and those clauses are hereby incorporated by reference, if and only to the extent they apply to the Goods or Services provided by Supplier without exception or waiver based upon the type, nature, value and location for production of the Goods procured or Services performed under this Agreement. With regard to each clause, in the event this precondition does not exist, or a waiver or exception applies as set forth in the clause or its implementing regulation, such clause shall be self-deleting. In case of conflict between the body of the Agreement and the Government Purchasing Addendum Terms and Conditions ("Addendum"), the Addendum will prevail. Supplier shall include in each lower-tier subcontract the appropriate flow down Addendum clauses as required by FAR and DFARS.

(s) **Waiver.** No waiver of any breach of this PO will extend to any subsequent breach. Failure by either Party to enforce any provision of this purchase order shall not operate as a waiver of the requirements of such provision or law, or as waiver of the right of a party thereafter to enforce such provision or law.