

Standard Terms and Conditions of Sale – Government & Military (SA REV 0722)

These Standard Terms and Conditions of Sale of StandardAero, together with the terms of sale set forth in our offer, whether by proposal, quote or catalog (“Offer”) will be the only terms of sale applicable to StandardAero’s Services (“Services”) described in the Offer and will comprise the entire agreement (“Agreement”). In this Agreement, reference to the “Customer” will refer to the party identified in the Offer. StandardAero and Customer will herein each be referred to as a “Party” or collectively as the “Parties”. CUSTOMER EXPRESSLY AGREES THAT ANY OTHER TERMS, (INCLUDING, BUT NOT LIMITED TO, ANY PRE-PRINTED TERMS AND CONDITIONS ON CUSTOMER’S REQUEST FOR QUOTE OR PURCHASE ORDER) ARE EXPRESSLY REJECTED BY STANDARD AERO AND SHALL BE NULL AND VOID AND HAVE NO LEGAL EFFECT

- Prices/Payment** Our prices for Services are in U.S. Dollars, unless otherwise stated in our Offer. Any Service that is not priced in the Offer shall be invoiced at StandardAero’s then current rates. Unless otherwise stated in the Offer, all prices are based on Customer delivery of Equipment (“Equipment”) to StandardAero DAP (Incoterms 2020), StandardAero’s facility, and StandardAero delivery to Customer, FCA (Incoterms 2020), StandardAero’s facility, and do not include transportation, insurance, taxes, imposts, or other similar charges. All invoices are due within thirty (30) days of issuance of StandardAero’s invoice, and shall be paid as stated on StandardAero’s invoice, immediately available for use and without set-off. All sums past due bear interest at the rate specified in this Agreement or, if no rate is specified, the maximum rate permitted by law. Customer shall notify StandardAero of any pricing or payment discrepancy or dispute within 10 days of the date of the relevant invoice, and shall pay all undisputed amounts. All payments not timely disputed shall be deemed final and payments not made when due because of a dispute as to the correct amount thereof shall nonetheless be considered late if ultimately adjudged to be due, and interest shall be paid therein as set out above. If payments due under this Agreement are not received in accordance within the payment terms StandardAero may, at its discretion and without prejudice to any other rights or remedies it may have: (i) discontinue all Services provided under this Agreement, including the suspension or discontinuance of any warranty obligations; (ii) any applicable TAT as expressed in the Agreement is tolled (suspended) until all outstanding payments (including applicable interest) are received by StandardAero; (iii) StandardAero may consider the Customer in material default of the Agreement; (iv) StandardAero may retain all money paid with respect to this Agreement as liquidated damages in addition to any other rights or remedies StandardAero may have under this agreement or at law; (v) Customer shall pay to StandardAero all storage and preservation fees; and/or (v) the Customer shall pay all reasonable attorney’s fees, expenses and costs incurred by StandardAero in recovering, or attempting to recover, any sum owed to it by the Customer. Additionally, Customer hereby grants to StandardAero a lien on all Equipment on which StandardAero has performed Services for all sums owed or owing to StandardAero by Customer. If said sums have not been paid by Customer within ninety (90) days of the date on which the sum was due, StandardAero may, in addition to any other rights StandardAero may have at law or in equity, take possession of and sell the Equipment and may apply the

proceeds of any such sale to offset the sum due. Any amount realized from any such sale in excess of the sums owed shall be credited toward future Services. If StandardAero, because of operation of law, cannot place or enforce a lien on the Equipment, StandardAero may retain possession of the Equipment 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.

- Trade Compliance** (a) Export Control Regulations - Unless otherwise agreed, StandardAero will apply for United States Government export authorizations and Canadian export licensing 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 or Canadian 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. 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. (c) Customer hereby acknowledges that it is

StandardAero's policy to verify the end use and end user in all sales and repairs of Equipment and in all transfers to ensure compliance with applicable U.S. export control laws and regulations because products purchased by StandardAero may be exported and used outside of the United States and/or the services to be provided are controlled by the International Traffic in Arms Regulations (22CFR §§ 120-130) or the Export Administration Regulations (15CFR). Customer shall provide information as StandardAero requires.

3. **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 unless otherwise specified in the Offer. Customer shall indemnify and hold StandardAero harmless from the payment or imposition of any tax or levy imposed on Services sold, plus penalties, interest or reasonable attorney's fees connected with the imposition of any such tax or levy.

4. **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 control, including but not limited to: (1) war, warlike operations, armed aggression, insurrection, riots; (2) fires, floods, explosions, earthquakes, inclement weather; (3) any acts of a Government, governmental priorities, allocation regulations or orders; (4) acts of God or of the public enemy; (5) failure of or delays in transportation; (6) epidemics, quarantine restrictions; (7) inability to procure materials or parts including unavailability of Original Components Manufacturer ("OEM") parts; (8) labor troubles causing cessation, slowdown, work stoppage or interruption of work; (9) court orders, civil unrest; and (10) 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 Section 5.

5. **Customer Delay or 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.

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

7. **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. The indemnity provided herein shall expire at such time the Equipment is serviced by any other service provider.

8. **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 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 gross negligence or willful 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.

9. **Limitation of Liability** *The total liability of StandardAero (including negligence but excluding gross negligence or willful misconduct) shall not exceed the dollar value of the amounts paid by Customer for the Services provided in the Purchase Order giving rise to the claim. This limitation of liability applies to the extent permitted by the applicable law and regardless of whether any liability arises from breach of contract, warranty, tort, or by operation of law, or otherwise. The customer hereby waives and releases StandardAero from any and all claims for any amount in excess of the amount specified in this section. 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, even if StandardAero has been advised of the possibility of such damages or loss, whether as a result of breach of contract, warranty and any other claims at law or in equity including claims for fraud or tort.*

10. **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).

11. **Customer Insurance (Does not apply to Government Entities)** If StandardAero is providing Services on Customer's Equipment, Customer shall, at its expense, procure, maintain and keep in full force and effect insurance to protect the value of the Equipment while in the care, custody or control of StandardAero. 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.

12. **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 including but not

limited to, reasonable storage fees, handling, inspection, and preservation costs 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.

13. Customer Furnished Material If specified in the Offer, 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 Customer furnished material and Customer will indemnify StandardAero from and against any and all claims, demands, losses, costs and expenses for the performance of such parts.

14. 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.

15. 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.

16. 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 5.

17. 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

18. 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, unless otherwise prohibited by law, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (for US based Customers) or the ICAA (for non-US based customers) in a mutually agreed location. Either Party may take appropriate legal action as may be required for the enforcement of such arbitration award.

19. 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.

20. 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.

21. **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 Offer, which may be changed by written notice.

22. **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.

23. **Severability** 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.

24. **Survival** Sections 1, 2, 7, 8, 9, 14, 18, 20 and 24 shall survive expiration or termination of this Agreement.

25. **Entire Agreement** No prior statements, negotiations, warranties, course of dealing or usage of trade will be part of this Agreement. These terms and conditions of Sale for Services, together with StandardAero's Offer, will be the only terms of sale applicable to provision of the services described in the Offer and will comprise the entire Agreement between the parties. Acceptance of StandardAero's Offer shall constitute acceptance of StandardAero's Terms and Conditions. Acceptance by Customer is limited to acceptance of the express terms of StandardAero's Offer and Terms and Conditions, including all relevant business terms (such as price, quantities, delivery schedule or technical requirements) set forth on StandardAero's Offer and any changes to StandardAero's Offer or Terms and Conditions are considered a material alteration to the terms of this Agreement. Other than as set forth in the Offer, any proposal for additional or different terms and conditions (whether included in Customer's purchase order, acceptance, acknowledgement, or any other document) are hereby expressly rejected and shall be null and void unless additional or different terms are mutually agreed to by the Parties as evidenced solely by a written agreement signed by both Parties. These terms 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 Offer and this Agreement, the Agreement shall take precedence.

**REPAIR AND OVERHAUL
WARRANTY (SA REV 0720)**



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 without 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.