

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

1. **Warranty.** New and overhauled parts/components manufactured by us are warranted to be free from defects in material and workmanship according to current industry standards for 1 year from date shipped unless stated otherwise. Specific warranty for items we repair is stated on the quote. No warranty is given with respect to any unit or part which is not manufactured by us; we will pass through to you the warranty of the manufacturer or repairer of record for the respective equipment, component, accessory, material or part. Written notice of a defective or nonconforming condition must be given to us within thirty (30) days of discovering it and the defective or nonconforming article must be returned to us promptly after discovery of such defect or nonconformance with all transportation charges, taxes, imposts and duties excises prepaid by customer. Upon examination by us the article must be shown to have been defective or nonconforming due to a breach of this warranty. We will reimburse reasonable freight charges you incur for transportation for repairs covered by this warranty. The warranty period on such repaired or replaced article shall be the unexpired term of the original warranty. **This warranty is exclusive and in lieu of all other warranties including warranties of merchantability and fitness for a particular purpose. We will not be responsible for incidental, resultant or consequential damages.** This warranty is not assignable without our written consent and is applicable only if, following Redelivery, the Equipment (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with Airworthiness Directives and the then-current recommendations of the Equipment manufacturer as stated in its manuals, Service Bulletins or written instructions; (b) has not been altered, modified or repaired by anyone other than us; and (c) has not been subjected to accident, misuse, abuse or neglect.
2. **Indemnity.** Customer shall indemnify, defend, save, and hold harmless StandardAero, its Parent, Affiliates, directors, officers, servants, and employees thereof, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses for any loss of, damage to, or destruction of any property or any injury to or death of any person arising from Customer's use, operation, repair, maintenance, or disposition of the Equipment, provided, however, Customer shall not be required to indemnify StandardAero for claims or liabilities arising from StandardAero's negligence or misconduct or breach of its obligations arising under this Agreement.
3. **Prices, Taxes and Delivery.** All prices are based on delivery to customer, ExWorks, StandardAero's facility. Prices do not include transportation, insurance, taxes, imposts, or other similar charges. The amount of all Federal, State or local taxes applicable to the sale, possession, use or transportation of the articles sold or the work performed and all duties, imposts, tariffs or other similar levies, shall be added to the prices and paid by the Customer, except where the Customer shall furnish an appropriate certificate of exemption. Customer shall indemnify and hold StandardAero harmless from the payment or imposition of any tax or levy imposed on any articles sold, plus penalties, interest or reasonable attorney's fees connected with the imposition of any such tax or levy.
4. **Title/Lien.** Title shall pass to Customer upon Delivery.
5. **Payment.** All balances shall be payable net thirty (30) days of invoice date. All sums past due shall bear interest at the maximum rate permitted by law. **Delays.** You will excuse us from, and we will not be liable for, any delay in our performance due to causes beyond our reasonable control and, in the event of such delay the date of delivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay.
6. **Limitation of Liability.** OUR TOTAL LIABILITY ON ANY AND ALL CLAIMS, OF ANY NATURE (INCLUDING NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), ARISING FROM, CONNECTED WITH, OR RESULTING FROM PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL NOT EXCEED OUR INVOICE FOR THE ITEM OR WORK GIVING RISE TO SUCH CLAIM. Any such liability is conditioned on you providing us written notice of the claim within 60 days from date of occurrence. For the purpose of this Article, the terms "we", "our", or "us" are deemed to include StandardAero and any affiliated companies, the subcontractors and suppliers of the Services furnished hereunder, and the directors, officers, employees, servants and representatives of each.
7. **Exchanges and Returns.** Exchange cores must be returned freight prepaid, to the StandardAero facility within fifteen (15) calendar days, thirty (30) calendar days overseas, from the date of this shipment. Delay in accomplishing a timely return will subject Customer to a core charge as established by us. Customer agrees to pay for all replacement parts in the overhaul of the exchange core not required as part of a normal overhaul. We will return all non-repairable (non-conforming) cores or parts upon Customer's written request provided that Customer will pay any and all taxes, duties, imposts and tariffs levied on the value of the returned items and all costs of return if any. All sales are final; no return of unused parts will be permitted unless previously authorized in writing us. All authorized returns will be subject to a restocking/re-certification charge.
8. **Governmental Authorizations.** In all cases, Customer shall be the importer or exporter of record and shall be responsible for timely obtaining any required governmental authorization such as import license, export license, exchange permit or any other required governmental authorization. If you ask us to assist, you shall pay for our Services. You shall remain importer or exporter of record. We shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and you shall not be relieved of your obligation to pay for services rendered. All articles, parts or equipment delivered shall at all times be subject to the U.S. Export Administration Regulations and/or International Traffic in Arms Regulation and/or the Customs Regulations and laws of the U.S.A. Customer agrees not to dispose of U.S. origin items provided by us other than in and to the country of ultimate destination specified in Customer's purchase order and/or approved government license(s) or authorization(s), except as said laws and regulations may permit.
9. **Trademarks.** This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent owned or licensed by the other party.
10. **Dispute Resolution and Governing Law.** This Agreement shall be governed by the law of the State of New York, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods. We will try to amicably resolve any dispute relating to this Agreement within sixty (60) days. In the event we do not, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in New York, New York, USA, by one or more arbitrators appointed in accordance with its Rules. The costs and fees of the arbitration shall be shared by the parties equally. Either of us may take appropriate legal action as may be required for the enforcement of such arbitration award.
11. **Right to Subcontract.** We have the right to subcontract any Service to any subcontractor properly certified and rated by the FAA, EASA, CAA or other equivalent aviation authority.
12. **Assignment.** This Agreement or a related purchase order, or any related rights of obligations may not be assigned without the prior written consent of the other party, except that your consent will not be required for an assignment by us to one of our subsidiaries or affiliates as the contracting party and/or the recipient of payments pertaining to all or any part of any purchase order. Should such substitution occur, we shall notify you in writing.
13. **Waiver.** 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.
14. **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 of this Agreement will remain in full force and effect.
15. **Title/Subtitles.** The titles and subtitles given to Sections of the Agreement are for convenience only and shall not in any manner be deemed to limit or restrict the context of the Section to which they relate. The words "hereof", "hereunder", "herein", "herewith", and similar terms are not to be deemed restrictive and refer to the entire Agreement including all Exhibits.
16. **Modification.** This Agreement may only be modified, supplemented, or amended by a writing duly signed by both parties hereto.
17. **Entire Agreement, Authority.** No prior proposals, statements, negotiations, warranties, course of dealing or usage of trade will be part of this Agreement. We object to Customer's inconsistent or additional terms, however stated, and such shall not be part of this Agreement. ANYONE SIGNING FOR THE CUSTOMER REPRESENTS THAT SHE OR HE IS EMPLOYED BY THE CUSTOMER IN THE CAPACITY INDICATED AND IS

UNEQUIVOCALLY AUTHORIZED TO BIND THE CUSTOMER TO THIS AGREEMENT. In the event of a conflict between the Proposal and this document, the Proposal shall rule.

