

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES



These Standard Terms and Conditions of Sale for Services (“**Terms and Conditions**” or “**Terms**”), together with the terms of sale of the services (“**Services**”) as set forth in StandardAero’s catalog, quotation document, or other StandardAero communicated offer document (to be known herein as “**Quote**” or “**Offer**”) will comprise the entire agreement (“**Agreement**”) between the Parties for Services on Customer’s components or accessories (collectively “**Components**”). In this Agreement, “**Customer**” refers to the entity listed on StandardAero’s Quote. StandardAero and Customer may be individually referred to as a “**Party**” or collectively as “**Parties**”.

1. **StandardAero Affiliates** These terms apply to **StandardAero Component Services, Inc.** and its affiliates named herein, all collectively referred to as “StandardAero”:

Components:

Asian Surface Technologies Pte Ltd
EB Airfoils, LLC
Jet Aviation Specialists, LLC
PAS Technologies Inc
PAS Technologies Romania SRL and
SAComponent Services (Ireland) Ltd

Accessories:

Accel Aviation Accessories, LLC
B&E Aircraft Component Repair, Inc.
International Governor Services, LLC

Each Offer shall be deemed a separate contract between the Parties named therein. **The Parties acknowledge and agree that any one StandardAero entity shall have no liability nor incur any obligation or be responsible for any failure of any other StandardAero entity to perform its obligations.**

2. **Terms and Conditions** Acceptance of StandardAero’s Offer shall constitute Customer’s acceptance solely of this Agreement, including all relevant commercial terms (such as price, quantities, delivery schedule or technical requirements) set forth on StandardAero’s Offer. As described in the preceding sentence, any Customer proposal for additional or different terms and conditions (whether included in Customer’s request for proposal, request for quote, acceptance, acknowledgement, or any other document) or Customer language in any Order are hereby expressly rejected and shall be deemed null and void unless accepted in writing by StandardAero. If Customer intends to take exception to any terms in StandardAero’s Offer, prior to Customer’s acceptance of StandardAero’s Offer, Customer shall provide a written objection with revisions to the terms (providing Customer terms and conditions through a purchase order, acceptance or acknowledgement or any other document is not deemed a proper objection) and any additional or different terms may only be incorporated into the Agreement to the extent they are mutually agreed to as evidenced solely by a writing, making reference to the this Agreement, and signed by both Parties.
3. **Order of Precedence Conflicting Provisions** In the event of a conflict between the Agreement and any additional terms in StandardAero’s Offer, the Agreement govern unless expressly stated otherwise.
4. **US Government Orders (Applicable to any Services issued pursuant to any US Government Order where StandardAero is a subcontractor)** All Services provided by StandardAero are commercial as defined in FAR 2.101. Upon request, StandardAero

will provide its commerciality justification. Accordingly, StandardAero claims exemption from FAR 52.219 Small Business pursuant to 52.219-9(j). Additionally, except with respect to EB Airfoils, LLC, StandardAero claims exemption from the 52.222-41 - Service Contract Act pursuant to 24 CFR 4.123(e)(2)(1)(A). Services provided under such US Government Orders will be pursuant to FAR 52.212-4. In accordance with FAR 12.302, StandardAero requests standard commercial terms and conditions in any contract or award be tailored to reflect StandardAero's standard terms and conditions contained herein. Namely, the standard clauses applicable to 52.212-4 shall be modified as follows:

- Paragraph (a) - Inspection/Acceptance is Reserved.
- Paragraph (f) - Excusable Delays is replaced with Clause 10 herein.
- Paragraph (h) - Patent Indemnity is modified as follows: The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings. The Contractor shall not be liable for breaches or Patent Infringement caused by the OEM.
- Paragraph (I) - Risk of Loss is replaced with Clause 24 herein.
- Paragraph (o) - Warranty is replaced with Clause 12 herein.
- Paragraph (p) - Limitation of Liability is replaced with Clause 15 herein.
- Clause 25 - Risk of Repair and Clause 16 - Waiver of Claims are to apply to any US Government Orders.

In the event FAR 52.212-4 is not applicable, in any event, StandardAero shall apply the above modifications to any like terms within such contract or award.

5. **General Procedure** StandardAero will perform the Services in accordance with its Offer and with the quality specifications listed in the Customer Order. Upon issuance of StandardAero’s Offer, Customer has seven (7) days to provide acceptance. If after fourteen (14) days acceptance and approval to proceed with the Services is not obtained from Customer, StandardAero may at its sole discretion either: (1) ship the Component(s) back to the Customer at Customer’s sole expense or (2) StandardAero shall charge reasonable storage and handling fees, either option will be due and payable by Customer upon the issuance of an invoice by

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StandardAero. Additionally, Customer shall be responsible for any cleaning and inspection fees. StandardAero has no obligation to perform Services and may reject any Order for Services, including but not limited to, circumstances where StandardAero is not authorized to perform under its applicable OEM authorization(s) or by the applicable aviation authority.

6. **Shipping Terms** Customer will deliver the Components to the designated StandardAero repair facility Delivered Duty Paid (“DDP” Incoterms 2020). Customer will act as the importer of record (“IOR”) and, in any case, Customer is responsible for any and all shipping costs (including any import/export duties, import/export clearance costs, tariffs, applicable taxes, and insurance) to deliver Components to the relevant StandardAero facility. As IOR, Customer may register as a non-resident importer or if the Customer has a US registered site, the Customer’s US site may act as the IOR.

StandardAero will Redeliver the Components to Customer ExWorks (“EXW” Incoterms 2020) at StandardAero’s facility dock. Customer is responsible for any and all shipping costs (including any import/export duties, import/export clearance costs, tariffs, applicable taxes, and insurance) to deliver Components from StandardAero’s facility dock to Customer’s facility.

If StandardAero agrees in writing to act as IOR, at its sole election and discretion, which can be withheld for any reason, StandardAero may utilize a variety of measures to import the goods. All shipping instructions must be agreed to in writing prior to the inbound shipment. Depending on the transaction, the following instructions may apply:

- Only Components that will be imported into and exported out of one of StandardAero’s US locations will qualify.
- No changes to the outbound instructions will be permitted.
- If the Component is deemed to be beyond economic repair or if Customer fails to provide the necessary approval for the final repairs, the Component will be exported to Customer at Customer’s sole cost and expense.
- Additionally, failure to comply with any shipping instructions provided by StandardAero will result in the Component being denied import clearance and all costs associated with Customer’s failure to comply will be borne by Customer.

To facilitate shipments, Customer shall provide a commercial invoice, or the documentation acceptable in place of a commercial invoice, with the entry and before release of the goods is authorized. The commercial invoice or other acceptable documentation shall contain: 1) an adequate description of the Component(s) including, at a minimum, the part number, serial number, and correct country of origin; 2) the quantity of Component(s) sent, 3) the value or approximate value of the Component or Accessory being sent (e.g. depreciated book value or inventory value), 4) the appropriate eight-digit subheading from the Harmonized Tariff Schedule as per the International

Convention on the Harmonized Commodity Description and Coding System done at Brussels on 14 June 1983 and its amendments. Additionally, Customer shall obtain a Certificate of Origin or Certificate of Airworthiness (if applicable) from the OEM and provide it to StandardAero.

Notwithstanding any Incoterms stated herein, in the event that Customer provides a faulty shipping container and StandardAero repairs such container to return the Component, or Customer requires StandardAero to use a shipping container that has been found to not meet StandardAero’s packing specifications, Customer accepts all liability for any loss or damage in transit including for packaging of the Component.

7. **Receipt of Parts** StandardAero’s signature or electronic confirmation of a shipment delivery is not confirmation of the products received. Notwithstanding the Incoterms, if the Customer sends in multiple purchase orders along with the Components, or sends a batch shipment of Components, that are not to be inducted by StandardAero for immediate processing due to scheduling capacities, the storage and risk of loss remains with Customer until the Component is properly received and inducted into work in progress (WIP) and may be subject to storage fees. Receipt by StandardAero is confirmed solely when actual items listed in the shipment documents have been visually and physically verified as received within StandardAero’s facility. StandardAero will not be liable for discrepancies between the shipping documents and the products received. If available, videography will be used to substantiate any such discrepancy.

8. **Exchanges** In order to meet delivery times, StandardAero may use parts from StandardAero’s rotatable parts inventory to replace Customer repairable parts which will be repaired by StandardAero at Customer’s expense. If Customer is offered an exchange as part of a contract or regular business and Customer declines the exchange then this will be considered an Excusable Delay for purpose of delivery measurement. If such removed parts are later scrapped, condemned or determined to be non-repairable, the parts will be disposed of and Customer will pay the list price for the replacement part, less any applicable exchange fee previously paid. If there is a permanent exchange of any Component, Customer and StandardAero warrants that their respective titles will be free and clear of all encumbrances for any exchanged item and each shall deliver to the other all documents necessary to transfer title and release any encumbrances. Title to parts and material furnished by StandardAero will pass to Customer upon incorporation in the Components and, simultaneously, title to the parts replaced will pass to StandardAero. If Customer fails to return the core to the StandardAero facility within the applicable period, Customer must pay a core charge established by StandardAero and Customer must also pay for all replacement parts, if any, that StandardAero used in the overhaul of the core not required as part of a normal overhaul (i.e., other than 100% replacement parts). StandardAero will return all non-repairable or non-conforming cores or parts upon Customer’s written request, provided that Customer will

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pay all costs of the return, including without limitation, any and all taxes, duties, imposts and tariffs levied on the value of the returned items (irrespective of the Incoterms listed herein). When the Services are complete on the Components and the Customer is notified ("**Redeliver(y)**"), StandardAero will provide Customer with copies of all completion records required by the applicable aviation authority ("**Approved Aviation Authority**"). Such records shall be maintained for the shorter of two years from the completion of Services or the applicable airworthiness records retention requirement. All other work records are proprietary to StandardAero and shall not be available for distribution.

9. **Prices/Payment** Unless stated otherwise on StandardAero's Offer, StandardAero's prices for Services are stated in the Offer in U.S. Dollars and are subject to change with prior notification to Customer. Prices are based on best available parts and material pricing at the time of Quote. Due to ongoing global trade fluctuations, suppliers may issue tariff related price adjustments, sub-charges, or pass throughs ("**Tariff Related Costs**") that are not known or published at the time of this Quote. In the event such Tariff Related Costs are assessed against StandardAero, StandardAero reserves the right to adjust its final invoice accordingly. Any Service that is not priced in the Offer will be invoiced at StandardAero's standard pricing rates and/or as catalog offering pricing. Unless otherwise stated in the Offer, payment of all invoices is due NET 30 and will be paid by wire transfer as stated on StandardAero's invoice, immediately available for use and without set-off. Should there be a delay of payment, without prejudice to its other rights and remedies under this Agreement and/or at law, StandardAero have the right to charge interest, compounded daily, on any amounts (including the late fee) not paid when due. The interest will accrue from the 15th day after the payment was due at a rate 2% above the annual prime interest rate, as determined by Wall Street Journal (WSJ) or its successor entity, on each day the payment is delinquent. The interest payment will be due and payable on the first day of each month after interest begins to accrue until full payment of the amount due is made. Credit terms may be granted upon completion of a satisfactory credit check. If Customer's account becomes delinquent, Customer will grant StandardAero commercially acceptable assurances of payment. StandardAero reserves the right to withdraw or make modifications to credit terms at its sole discretion.
10. **Taxes** Other than taxes StandardAero owes on monies earned, Customer agrees to pay all taxes, duties, tariffs, fees, charges or assessments of any nature that are assessed or levied in connection with the Services.
11. **Trade Compliance (Export Control Regulations)** The Components that are the subject of this document and related technology are subject to export and re-export restrictions under U.S. and other countries' export control regulations, including without limitation the U.S. Export Administration Regulations, U.S. Department of State, Directorate of Defense Trade Controls (ITAR), regulations of the U.S. Office of Foreign Asset Controls and comparable laws and regulations of other countries, which may require U.S.

or other government approval for any re-export or retransfer ("Export Control Regulations"), and Canadian Export Control Regulations. Customer warrants that it (1) will adhere to and comply with (a) all applicable Export Control Regulations and (b) any applicable terms, conditions, procedures and documentation requirements made known to Customer that may be promulgated by StandardAero from time-to-time to comply with the Export Control Regulations; (2) will not, directly or indirectly through a third-party, ship StandardAero materials to Cuba, Iran, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Regulations. Customer acknowledges that StandardAero will not proceed with a shipment when StandardAero knows that the StandardAero products in that shipment are destined for a sanctioned country. Customer warrants and will undertake the process of securing all required export licenses when contractually obligated to do so. Customer represents that neither Customer nor any of its principals, officers, or directors, or any person or entity known to Customer to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Customer or the transaction involving the goods that are the subject of this document or related technology.

12. **Anti-Boycott Provisions** 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, including but not limited to the Arab League boycott of Israel. 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.
13. **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: (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 Equipment Manufacturer ("OEM") parts; (8) labor troubles causing cessation, slowdown, work stoppage or interruption of work (9) work stoppages resulting from any of the events stated herein; and/or (10) delays of any type that are caused by Customer (each, and "Excusable Delay"). In addition,

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Excusable Delay shall include capacity interruptions caused by surge or bulk shipments ("Surge") that have not been coordinated or forecasted by Customer with StandardAero prior to delivery to StandardAero's facility or resulting from the events listed herein or other global conditions. For purposes of this clause, "Surge" shall be defined as any fluctuation of volume greater than 10% of normal volume. StandardAero may invoice Customer for all completed Services as well as any equitable adjustments that may be reasonable under the circumstances.

14. **Customer Delays and Work Stoppages** (a) If Customer causes a delay, StandardAero may stop Services on Customer Components, which may result in a greater than day-for-day delay in the completion of Services. Components may be placed in storage in accordance with Articles 19 and 21. (b) Once an Order is accepted, such Order may not be cancelled or postponed. 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.
15. **Warranty** StandardAero warrants that, for a period of one year after the date of Redelivery, the Services will be free from defects in workmanship. A defect shall mean the failure of a Component serviced by StandardAero to function in accordance with the OEM's requirements due to StandardAero's workmanship. To the extent that a part incorporated into the Services is designed and manufactured by StandardAero, the OEM requirements may be substituted by StandardAero with the applicable airworthiness authority's requirements and StandardAero warrants the material of the manufactured part for a period of one year after the date of Redelivery. If the Services performed do not meet this warranty, StandardAero will promptly, at StandardAero's option, either (1) re-perform the defective Services; or (2) refund the repair price allocable to the defective Services. The warranty period on any such re-performed Services will be the unexpired portion of the original warranty. 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 the Customer knew or should have known of the defect. The Component must be returned together with the applicable Offer and Order to StandardAero no later than 15 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. StandardAero shall not provide warranty coverage for defective products that are sent

for investigation or repair to a third-party without StandardAero's prior written consent. Shipments shall be prepaid by Customer. StandardAero will reimburse Customer for reasonable freight charges Customer incurs for return of parts to StandardAero's facility for valid warranty claim repairs. In the event that a warranty claim is denied, the Component shall be returned to the customer EXW (StandardAero's facility) Incoterms® 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. New parts embodied by StandardAero during an overhaul or repair shall be subject to the OEM's new part warranty. StandardAero disclaims all liability for any Customer Furnished Material provided by Customer. StandardAero will pass through to Customer any available manufacturer parts warranty and will use commercially reasonable efforts to assist Customer with administration of such warranty claims. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL STANDARDAERO BE RESPONSIBLE FOR INCIDENTAL, RESULTANT, CONSEQUENTIAL OR PUNITIVE DAMAGES.** This warranty is applicable only if, following Redelivery, the Components have: (1) been transported, stored, installed, operated, handled, maintained and repaired in accordance with the recommendations of the Original Equipment Manufacturer (or StandardAero, if an accessory is manufactured by StandardAero) as stated in its manuals, service bulletins, airworthiness directives or written instructions; (2) not been altered, modified or repaired by anyone other than StandardAero; and (3) not been subjected to accident, misuse, abuse or neglect. Warranty claims shall be denied in the event the Customer is in arrears for a period in excess of ninety (90) days from its payment terms.

16. **StandardAero Indemnity** StandardAero will indemnify Customer from third-party losses for bodily injury or death of any person caused solely by StandardAero's grossly negligent performance of the Services. In order to obtain such indemnification, Customer shall promptly give notice of such claim (but no later than 30 days after Customer received notice of the claim); provided, however, StandardAero will not be required to indemnify Customer for any losses arising from Customer's negligence or misconduct. The indemnification provided hereunder will be Customer's sole and exclusive remedy for such third-party losses. StandardAero will indemnify Customer from and against all losses resulting in injuries or damages suffered by employees of StandardAero to the extent they arise from negligence in performance of the Services hereunder. The indemnity provided herein will expire at such time the Components are serviced by any other service provider or the warranty expires, whichever occurs first. For the purposes of this article, third-party shall not include any affiliate of Customer

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- or a customer of Customer.
17. **Customer Indemnity** Customer will indemnify StandardAero from third-party losses for damage to or destruction of any property (including the Components) or any injury to or death of any person caused by: (1) the Customer's negligence or willful misconduct; and/or (2) Customer's or a third-party's use, operation, repair, maintenance, or disposition of the Components and any claims related to use of customer furnished property utilized by StandardAero in the provisioning of the Services; provided, however, Customer will not be required to indemnify StandardAero for any losses caused solely by StandardAero's gross negligence in its performance of the Services. Customer will indemnify StandardAero from and against all losses resulting in injuries or damages suffered by employees of Customer in connection with the employees' employment with Customer in connection with such employee's actions or inactions in fulfilling the obligations under this Agreement other than claims arising from injury to the employee as a direct result of StandardAero's performance of the Services.
18. **Limitation of Liability** The total liability of StandardAero will not exceed the dollar value of the price of the Services provided giving rise to the claim. Neither Party will be liable for indirect, special, incidental, punitive or consequential damages including, without limitation, loss of use, revenue whether as a result of breach of contract, warranty or any other claims at law or in equity including claims for fraud or tort. StandardAero shall not be responsible for any loss or damage resulting from unit value depreciation. **This limitation of liability applies to the extent permitted by applicable law and regardless of whether any liability arises from breach of contract, warranty, tort, by operation of law, or otherwise, however, this limitation of liability does not apply to instances of gross negligence (as defined by the governing laws of the state of New York) or willful misconduct. The customer hereby waives, and releases StandardAero from, any and all claims for any amount in excess of the amount specified in this Section.**
19. **Waiver of Claims** Customer acknowledges that Services performed by StandardAero are conducted in accordance with the Original Equipment Manufacturer ("OEM") or their suppliers' technical data, manuals, and/or specifications ("OEM Specifications"). Such OEM Specifications are provided to authorized repair stations and StandardAero for the benefit of Customer. StandardAero makes no warranties as to the adequacy of the OEM specifications. Except for claims based on StandardAero's failure to comply to such OEM Specifications as listed in Article 12 (Warranty) specified herein, Customer shall waive any recourses against StandardAero, the OEM, or the OEM's supplier and shall not assert any claims of any nature, against StandardAero, the OEM, or the OEM suppliers who provide manuals and/or specifications whether in contract, tort (including negligence or fault of any degree) or otherwise, including any special, incidental, consequential or punitive damages, or costs and expenses incurred in litigation or any other proceeding or action, whether or not such litigation is dismissed, directly or indirectly arising out of or in connection with StandardAero's performance of the Services to the extent such claims arise out of the use of any of the OEM Specifications. **ANY WARRANTY(IES) ELSEWHERE IN THESE TERMS ARE EXCLUSIVE AND CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE OEM SPECIFICATIONS AND/OR CUSTOMERS DATA OR SPECIFICATIONS DELIVERED TO STANDARDAERO TO PERFORM SERVICES, ARISING BY LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY ARISING FROM NEGLIGENCE OR TORT OR WITH RESPECT TO FITNESS, MERCHANTABILITY, LOSS OF USE, REVENUE OR PROFIT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
20. **Statutory Periods** Customer agrees that any action in relation to an alleged breach of this Agreement shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought within the two-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
21. **StandardAero Insurance** StandardAero, at its expense, will maintain until Redelivery of the Components 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).
22. **Customer Insurance** Customer shall, at its expense, procure, maintain and keep in full force and effect insurance to protect the value of the Components while in the care, custody or control of StandardAero. Additionally, Customer shall maintain, at its expense, and keep in full force a general liability policy with minimum limits of \$10,000,000 per occurrence including for any incidents involving aviation accidents. Customer shall provide evidence substantiating such coverage at StandardAero's request.
23. **Confidentiality** The Parties shall treat as strictly confidential all provisions of this Agreement and any information disclosed by one Party to the other in furtherance of this Agreement, with the exception that the receiving Party may share information in the following limited circumstances: (1) to its employees or professional advisors on a strictly need-to-know basis and only after, as applicable: (a) advising its such employees of the requirements of this provision; or (b) having any such third-party(ies) sign a non-disclosure agreement; (2) as may be required to be disclosed for

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an investigation by a governmental authority or other mandatory legal process only to the extent legally required and only after giving notice to the disclosing Party with sufficient time to allow that Party to commence a legal process to limit such disclosure; (3) is in the public domain through no breach of the confidentiality obligations contained herein; (4) was independently developed by the receiving Party supportable by documentation; or (5) to the extent reasonably required to be disclosed to commence, in furtherance of, or to enforce any rights or obligations of a Party under this Agreement or any judgment arising out of, any court proceeding or other dispute resolution proceeding related this Agreement.

24. **Termination** Either Party may terminate this Agreement upon fifteen (15) days' written notice for breach of any material provision, unless such breach is cured within the fifteen (15) days. StandardAero may terminate this Agreement immediately if Customer: (1) fails to make any of the required payments when due; (2) makes any agreement with Customer creditors due to Customer's inability to make timely payment of Customer's debts; (3) enters into compulsory or voluntary liquidation; (4) becomes insolvent; and/or (5) becomes subject to the appointment of a receiver of all or a material part of Customer assets. Upon any such termination, Customer will not be relieved of Customer's obligation to pay for Services performed and Customer's Components may be placed into storage in accordance with Article 26 (Disposition of Property and Storage Costs). In no event may Customer terminate, postpone, cancel, or reschedule an Order once it has been accepted by StandardAero.
25. **Risk of Loss** Risk of loss or damage to the Components will pass to Customer upon Redelivery. Notwithstanding any other provision in the exchange of documents between the Parties and irrespective of the Incoterms or shipping terms listed in the Offer or Order, this risk of loss for Customer's Component while in the care, custody and control of StandardAero is limited to loss or damage resulting from StandardAero's negligence, and in no event shall StandardAero be liable for any loss or damage resulting from Acts of God, perils, or reasons beyond the control of StandardAero.
26. **Risk of Repair** Due to the challenges inherent to the performance of a Service related to: (1) electroplating and metal finishing; (2) damage to the Component due to metal imperfections while processing; (3) damage to the Component due to changes in grade or composition of materials; (4) damage to the Component due to original manufacturing and/or fabrication imperfections; and/or (5) similar plating or metal finishing defects from metal processing that occur outside the reasonable control of StandardAero including any operations or processes performed by StandardAero related to "salvaging" parts or materials, such work will be performed on a "reasonable efforts" basis and Customer will pay in full the prices for the Services performed and no liability will attach to StandardAero regardless of the results. For clarification, Customer acknowledges that the

beforementioned processes and repairs proposed or undertaken by StandardAero are at Customer's sole risk.

27. **Disposition of Property and Storage Costs** If Customer's Components: (1) cannot be Redelivered when ready due to Customer's (a) act or failure to act, (b) refusal to accept Redelivery, or (c) request that Redelivery not be made when otherwise ready; or (2) are required to be placed on hold due to an Excusable Delay or at the direction of Customer, StandardAero may make Redelivery by placing the Components in storage. In such event: (1) all reasonable expenses StandardAero incurs for activities such as, but not limited to, preparation for placement into storage, handling, reasonable storage fees, inspection and preservation will be due and payable on receipt of StandardAero's invoice for same; and (2) all risks of loss associated with the Components will pass to Customer upon placing the Components in storage. Additionally, StandardAero shall have the right to dispose of the Components without any further notice as it sees fit, including but not limited to, selling, destruction of, or scrapping of said Components. Such right to dispose of the property shall also apply if arrangements are not made by Customer within ninety (90) days to pick up the Components after notification from StandardAero that the Components need to be dispositioned. If the Components are sold, any proceeds shall be utilized as payment toward any amount due under to StandardAero. Said rights are in addition to any other rights StandardAero may have to seek remedies.
28. **Customer Furnished Material** Consistent with the charges specified in the Offer and with StandardAero's prior written approval, Customer may supply agreed parts to StandardAero if the part is: (1) furnished with an Approved Aviation Authority serviceability tag, when applicable; and (2) ready for immediate use ("Customer Furnished Material"). If Customer's delay in providing Customer Furnished Material delays StandardAero performance, StandardAero may supply the parts at Customer's expense. StandardAero disclaims all liability for 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 Customer Furnished Material. Customer Furnished Material shall be subject to a material handling fee as specified in the Offer.
29. **Ethics** StandardAero follows its own ethics code of conduct ("Code of Conduct"). In the event Customer has its own code of conduct, it is Customer's responsibility to review and verify that StandardAero's Code of Conduct is aligned with the principles of Customer's code. In no event shall StandardAero be governed or subject to customer's actual code of conduct. 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 on its behalf, accept, offer, promise, give, or agree to give any money, gift, loan, or other benefit or

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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, (1) 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; (2) any candidate for political office, any political party or any official of a political party; (3) any director, officer, or employee of a public international organization (e.g. United Nations, World Bank, or International Monetary Fund); or (4) any member of a royal or ruling family. Customer represents and warrants to StandardAero that it will comply with all laws of the country(ies)/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 Foreign 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. The Parties represent and warrant 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.

30. **Cybersecurity, Environmental, and Social Governance Compliance**

StandardAero acknowledges that there are various initiatives both domestically and internationally with respect to general compliance issues, including but not limited to cybersecurity, environmental, ethics, and social governance issues. StandardAero maintains its own compliance efforts related to these topics. Information can be found at StandardAero's Corporate Sustainability Page located at:

<https://standardaero.com/aboutus/corporatesustainability/>.

If an independent evaluation is requested by Customer, StandardAero shall provide information pertaining to its third-party assessment issued by a provider selected at StandardAero's sole discretion. In no event shall StandardAero provide responses to customized or Customer specific questionnaires or surveys whether issued by Customer's supply chain organization or other means.

31. **Dispute Resolution and Governing Law** This Agreement and Services rendered thereunder 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). All procedural matters are to be governed by the Federal Rules of Civil Procedure unless the Parties agree otherwise in writing. If any dispute, controversy or claim arises out of or in connection with this Agreement (a "Dispute"), the Parties shall first attempt, in good faith, to resolve the Dispute through negotiation between their designated senior management representatives for a period of thirty (30) calendar days from the date of notice of the Dispute sent by one Party to the other Party ("Dispute Notice"). The Party sending the Dispute Notice shall, in such notice: (1) set forth the specifics of the Dispute in detail; and (2) designate its senior management representative. The other Party shall, within five (5) business days after receiving the Dispute Notice and by written notice to the initiating Party, designate its senior management representative and add any other issues or claims for resolution not identified in the Dispute Notice.

a. Subject to paragraph (b) below, any Dispute that cannot be amicably settled by the Parties shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"), commencing with the filing of a notice of demand for arbitration by either Party following the conclusion of the thirty (30) calendar day period referenced in the paragraph above. Any arbitration will be conducted in accordance with the following: (i) if the Dispute involves a claim for damages totaling at least \$5 million (combined with damages alleged in any counterclaim, cross-claim or third-party claim but not including attorneys' fees or other costs associated with the resolution of the dispute), the Dispute is to be decided by three arbitrators appointed in accordance with the AAA Rules – all other claims are to be decided by one arbitrator appointed in accordance with the AAA Rules; (ii) the arbitrator has no authority to award punitive or other damages beyond the prevailing Party's actual direct damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the Agreement; (iii) the arbitration award is to be in writing and is to specify the factual and legal basis for the award; (iv) the Parties are to share all fees and expenses of the arbitration equally, with the exception that each Party bears the expense of its own counsel, experts, witnesses, and preparation and presentation of submissions; (v) the arbitration is to be conducted in Phoenix, Arizona unless all Parties agree to a different location; and (vi) the arbitration is to be final and binding and may be entered in any court of competent jurisdiction. A Party's failure to make a timely demand for arbitration results in the

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- forfeiture of all of the claims and issues that the Party identified in its Dispute Notice.
- b. Subsequent to the filing of any demand for arbitration but prior to: (i) the selection of the arbitrator(s); and (ii) the commencement of discovery, the Parties must participate, in good faith, in a confidential mediation with a third-party neutral mediator selected in accordance with the AAA Rules. The Parties are to share all fees and expenses of the mediation equally, with the exception that each Party bears the expense of its own counsel and preparation and presentation of submissions. The mediation is to be conducted in Phoenix, Arizona unless all Parties agree to a different location. All objections to jurisdiction and venue in Phoenix, Arizona are hereby waived. The Parties' participation in the mediation is without prejudice to any positions taken or evidence introduced during any subsequent arbitration proceeding.
- c. The Parties may engage in the discovery following the close of mediation, in accordance with the following: (i) each Party may take three (3) non-expert depositions, each deposition limited to seven (7) hours; (ii) each Party may serve up to fifteen (15) requests for production of documents (including subparts); (iii) each Party may serve up to fifteen (15) interrogatories (including subparts); (iv) each Party may depose the other Party's expert witnesses following the production of the expert's written report, each such expert deposition limited to seven (7) hours; and (v) any additional discovery will be allowed only upon the written agreement of the Parties or upon an order entered by the arbitrator(s).
- d. Notwithstanding any of Paragraphs (a) – (c) above, either Party may, at any time: (i) seek from a court of competent jurisdiction, any equitable, interim or provisional relief if necessary to avoid irreparable injury; (ii) have recourse to any applicable lien rights, lien remedies, any lien enforcement procedures and/or any proceeding for replevin or repossession of property, without limiting this Article (ii), any applicable lien notice or filing deadlines will continue to apply to the Parties; (iii) make and/or commence any demand, claim, suit or any other action, including in any court of competent jurisdiction, with respect to the collection of any overdue payment owing by the other Party; and/or (iv) make and/or commence any demand, claim, suit or any other action, including in any court of competent jurisdiction, with respect to the Party's (or any third-party's) intellectual property rights. For the actions listed in this paragraph (d), the prevailing Party shall be entitled to recovery of any associated legal fees and expenses.
- e. The existence and content of the Dispute, all dispute resolution proceedings and all statements made and documents provided or exchanged in connection with this dispute resolution process are confidential to the Parties and may not be disclosed by either Party to any third parties (other than outside counsel), except with the prior written consent of the other Party or pursuant to legal process.
32. **Subcontracting** StandardAero has the right to subcontract any Service to any subcontractor that is properly certified by the Approved Aviation Authority, where applicable, or is an approved StandardAero vendor.
33. **Assignment** This Agreement may not be assigned without the prior written consent of the other Party, except that Customer consent will not be required for an assignment by StandardAero to one of StandardAero's affiliates.
34. **Waiver of Immunity** If Customer is incorporated or based outside the United States, to the extent that Customer becomes entitled to sovereign or other immunity from any legal action, Customer waives such immunity in connection with this Agreement.
35. **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.
36. **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.
37. **Survivability** Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation will be revised or deleted and the remaining balance will remain in full force and effect.
38. **Entire Agreement** These Terms and Conditions shall constitute the entire agreement between the Parties for the provision of Services and is the entire understanding between Customer and StandardAero with regard to the Services provided and supersedes all prior agreements, understandings, or arrangements between the Parties.