

GENERAL PURCHASING TERMS & CONDITIONS FOR GOODS & SERVICES

REV09.08.2026



These Purchasing Terms & Conditions (“**Terms**”) together with the face of the PO (**PO**), its attachments and any documents expressly incorporated by reference (collectively, the “**Agreement**”) for StandardAero and its affiliates and subsidiaries (legal entity name listed on the PO) constitute the complete and exclusive terms governing the purchase and supply of Goods, Services and Deliverables described in the PO. Supplier’s acceptance of the PO and these Terms is effective on the earlier of: (a) Supplier’s written acceptance of the PO; (b) Supplier’s electronic acceptance through Buyer’s procurement system; or (c) Supplier’s commencement of performance or delivery of any Goods or Services. Any pre-printed, standard, or other terms included in Supplier’s proposal, acknowledgement, invoice or other document are void and of no effect, unless Buyer expressly agrees to such terms in a written amendment signed by an authorized representative of Buyer. These Terms shall be applicable to all POs issued by Buyer unless Parties have a mutually agreed upon executed written agreement signed by both Parties, which the Parties have agreed shall override these Terms in the event of a conflict. With the exception of a mutually executed/signed agreement the order of precedence listed herein. **Order of Precedence.** In the event of any inconsistency among documents forming the Agreement, the order of precedence (highest to lowest) is:

1. The PO (face of the PO and any negotiated special terms on the PO)
2. These Purchasing Terms & Conditions
3. Attachments and documents expressly incorporated by reference in the PO
4. Supplier’s written specifications only to the extent expressly accepted in writing by Buyer

1. DEFINITIONS

As used throughout this General Purchasing Terms & Conditions for Goods & Services and any PO, terms shall have the meaning as normally accepted, unless otherwise specified herein. The following terms shall have the meanings:

- a. “**BUYER**” means Buyer or its affiliates and subsidiaries that are contracting with Supplier for Goods and/or Services and identified as the purchasing entity in the PO.
- b. “**DELIVERABLES**” the quantifiable Goods or Services named in the PO that must be provided as agreed upon.
- c. “**GOODS**” means the product(s) supplied by Supplier under these Terms, including without limitations all articles, supplies, components, raw materials, equipment, and intermediate assemblies thereof.
- d. “**PARTY**”, or “**PARTIES**” means Buyer and Supplier individually a “**Party**” and collectively “**Parties**”.
- e. “**PO**” or “**PO**” shall mean the document issued by Buyer stating types, quantities, specification, Delivery Dates, agreed process, Deliverables, Delivery Point for Goods and or Services.
- f. “**SUPPLIER**” means the Party contracting to supply the Good(s) and /or Services with the purchasing entity on the face of the PO.
- g. “**SERVICES**” work performed by Supplier for Buyer by virtue of Supplier’s job, profession or training.

2. PURPOSE

Buyer engages Supplier, and Supplier accepts engagement, to provide the Goods, Services and Deliverables described in the PO and any attachments, in accordance with the terms and conditions of this Agreement. The PO, these Purchasing Terms & Conditions, and any documents expressly incorporated by reference establish the complete and exclusive agreement between the Parties regarding the purchase, supply, acceptance, delivery, inspection, payment, warranty and transfer of title for such Goods, Services and Deliverables. Supplier shall perform responsively, professionally, and in compliance with applicable laws and Buyer policies, and shall cooperate with Buyer to achieve the Delivery Dates, quality requirements, and other performance obligations set forth in the PO.

3. TERM

These Purchasing Terms & Conditions and any PO governed by them become effective on the date Buyer issues the applicable PO (the “**Effective Date**”).

- a. **Order Term.** Each PO issued under this Agreement will remain in effect from its Effective Date until Supplier has completed all obligations specified in that PO and Buyer has accepted the Goods, Services and Deliverables, unless earlier terminated in accordance with Section 12 (Termination) or other express terms of the PO.
- b. **Master Term for Negotiated Terms.** Notwithstanding Section 3.a, if these Terms are negotiated, then the terms and conditions comprising this Agreement will remain in force for **three (3) years** from the Effective Date of the first PO that incorporates them, or upon the last signature below, unless the Parties execute a written amendment extending or modifying the term.
- c. **Extension to Complete Transition.** If Buyer terminates a PO in whole or in part, Buyer may require Supplier to continue performance for a reasonable transition period as necessary to transfer work to Buyer or a successor supplier; Supplier shall comply and shall be compensated only for conforming Goods delivered and Services performed and accepted during such transition period in accordance with Section 5 (Payment) and Section 12 (Termination).

4. COMPENSATION, PAYMENT TERMS, SET-OFF, TAXES AND PAYMENT DISPUTES

- a. **Compensation** The price of the Goods and Services is the price agreed by the Parties and stated on the PO (the “**Price**”). If no Price is included in the PO, the Price shall be the price set out in Supplier’s published price list in force as of the date of the PO. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Supplier shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the terms herein.
- b. **Standard Payment Terms** Buyer shall pay all properly invoiced amounts due to Supplier within 60 days after Buyer’s receipt of such invoice. All payments hereunder must be in US dollars and made by electronic funds transfer or wire transfer.
- c. **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

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for which Supplier is responsible, Supplier shall promptly reimburse Buyer for such payment, along with any expenses thereto.

d. **Set-off** Buyer shall be entitled to set off any amount owing from Supplier under this Agreement, an issued PO or to any outstanding orders from Buyer's affiliated companies against any amount payable.

e. **Payment Disputes** In the event of a payment dispute, Buyer shall deliver a written statement to Supplier of the disputed invoice listing all disputed items and provide a reasonably detailed description of each disputed item. Amounts not disputed are deemed accepted and must be paid, notwithstanding disputes on other items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under these Terms notwithstanding any such dispute.

5. SUPPLIER OBLIGATIONS; WORK ON PREMISES; ACCESS TO NETWORK

"Premises" as used in this section means premises of Buyer, its customers, or other third parties where Services are being performed.

a. Supplier shall ensure that Supplier personnel working on Premises comply with all rules and regulations and any on-premises policies and: (i) not bring weapons of any kind onto Premises; (ii) not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) not possess hazardous materials of any kind on Premises without Buyer's authorization; (iv) remain in authorized areas only; (v) not conduct any non-Buyer related business activities (such as interviews, hiring, dismissals or personal solicitations) on Premises; (vi) not send or receive non-Buyer related mail through Buyer's or third party's mail systems; (vii) 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.

b. All persons, property, and vehicles entering or leaving Premises are subject to search.

c. 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's customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

d. 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 required testing results (COVID-19 as an example), citizenship, lawful permanent resident status, protected individual or other status. Supplier personnel requiring unescorted access to Premises shall be screened with a background check conducted by Buyer's preferred supplier. All activities and expenses related to the background checks will be Supplier's obligation.

e. Supplier shall ensure that Supplier personnel: (i) do not remove Buyer, Buyer's customer, or third-party assets from Premises without Buyer authorization; (ii) use Buyer, customer, or third-party assets only for purposes of these Terms; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by Buyer; and (iv) 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's customer, or third-party assets on Premises.

f. Supplier shall advise the Buyer of any unauthorized direction or course of conduct.

g. 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.

h. As it applies, Supplier shall comply with all federal, state, or local anti-drug, alcohol abuse and/or drug testing statutes or regulations for any of its employees who may be covered by such statutes or regulations.

i. Supplier shall have, retain, and be able to provide to Buyer, upon request, an approved drug and alcohol misuse prevention plan.

j. Supplier shall comply with security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons.

k. The terms of the Data Processing Agreement ("**DPA**") published at <https://standardaero.com/aboutus/legal/supplierportal/> posted as of the Effective Date of the Agreement between the Parties are hereby incorporated by reference. To the extent personal data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Supplier, one or multiples of the transfer mechanisms as further set forth in the DPA shall apply. For the purposes of the Standard Contractual Clauses, Buyer and its applicable Affiliates are each the data exporter, and Buyer's acceptance of this Agreement, and an applicable Affiliate's execution of a PO, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

l. Supplier shall obtain Buyer's written consent, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Supplier to provide any Services to Buyer (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Consent may be given or withheld in Buyer's sole discretion. Buyer's consent shall not relieve Supplier of its obligations and Supplier shall remain fully responsible for the performance of each such Permitted Subcontractor and for their compliance with all of these terms and conditions as if they were Supplier's own employees. require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

m. Supplier shall ensure and warrant that all persons, whether employees, agents, Permitted Subcontractors, or anyone acting for or on behalf of Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services and warranty promptly and efficiently.

n. Buyer may at its sole discretion, require Supplier to remove a Supplier's employee from the Premises and require that such employee not be reassigned to any Premises under this Agreement.

o. Violation of this section 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, customer, or third party for any unauthorized use of Buyer, customer, or third-party assets.

6. REPORTS AND RECORDS

a. **Records** Supplier shall maintain complete, true and accurate records. All charges for Goods and Services will be substantiated

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by proper receipts, bills of lading, time vouchers, or other similar records signed by employees doing work.

b. **Reports** Supplier shall render progress reports as often as reasonably requested by Buyer, pertaining to the Goods and Services performed hereunder, showing Goods delivered and time expended daily by each of its personnel for each component of various projects both periodically and cumulatively. Such reports shall be in a form that will enable Buyer to evaluate the progress made and the schedules to be met, and to keep a current account of time and monies expended upon each and every project.

7. WARRANTY

Supplier represents and warrants it has the full power and authority to enter into this Agreement and has all other rights necessary for the performance of its obligations under this Agreement without violating any rights of any other party.

a. **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 and conditions. For the provision of Services, Supplier warrants that it has and will maintain sufficient trained personnel whom shall, promptly and efficiently execute the Services contemplated under this Agreement. Supplier further warrants that the services shall be performed to at least the standard of performance reasonably expected of similar service Suppliers 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 Buyer.

b. **Goods Warranty** Supplier warrants that all Goods furnished pursuant to this Agreement shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Agreement, 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 provide a refund, repair or replace Goods. Transportation of replacement Goods and the return of nonconforming Goods shall be at Supplier's expense. If repair or replacement of Goods is not timely, Buyer may elect to return, repair, replace, or re-procure the non-conforming Goods at Supplier's expense. All warranties shall extend to Buyer and its customers.

8. INSURANCE

Supplier shall produce to Buyer a certificate of insurance showing that the following insurance coverage is in place:

a. **Commercial General Liability (CGL)**, in the amount no less than \$1,000,000.00 any one occurrence and in the aggregate for bodily injury and property damage. This CGL coverage shall include Buyer as an additional insured and shall include endorsements for: Products and completed operation liability coverage; personal injury; contractual liability; and independent contractors' coverage.

b. **Workers' Compensation Insurance** At all times during the term of this Agreement, Supplier will carry and maintain in full force and effect, Workman's' Compensation Insurance as required by applicable law covering all personnel engaged in furnishing of Services under this Agreement.

c. **Automobile Liability Insurance** for Suppliers' owned, non-owned, and leased automobiles, having a limit of not less than \$1,000,000.00 per each occurrence.

9. QUALITY STANDARDS

The status and quality of Supplier's performance of Services for Buyer under these Terms is contingent upon Supplier's acknowledgement and adherence of the following requirements: a) Supplier certifies Goods and Services shall strictly conform to all requirements of these Terms (including but not limited to methods/processes) and that objective evidence of strict conformance with quality specifications is in place or on file as required by PO are made available for examination by Buyer, b) Buyer, Buyer's Customer and its higher-level contractors, including government agencies, will have the right to inspect Supplier and Supplier's lower-tier subcontractor's PO activities including design, test and failure reviews, manufacturing facilities, processes, inspection systems, quality assurance systems, data, and equipment as may be related to the Goods or Services furnished hereunder. c) Upon request, Supplier shall, where applicable, submit test specimens (e.g., production method, number, storage conditions) for design approval, inspection, investigation or auditing. d) Supplier shall prevent the use of unapproved parts, sub-tier contractors, processes, facilities, drawings, procedures and practices unless expressly stipulated as being excepted. e) Supplier shall ensure the use of customer-designated or approved external providers, including process sources (i.e. special processes) if applicable. f) Supplier must notify, submit and obtain Buyer's prior approval for any change to designs, components, materials, processes, or other items including but not limited to lower-tier subcontractors, manufacturing/servicing locations, product configuration, including engineering design and fabrication processes for Goods, approval shall not be unreasonably withheld. Such approvals shall in no way relieve Supplier of the responsibility for any error or deficiency which may exist in the submitted design, component materials, processes, or other item, and Supplier shall be responsible for meeting all the requirements, g) Supplier shall notify Buyer in writing within twenty-four (24) hours of the discovery of nonconforming processes, products or defect in the Goods or Services being provided. Buyer shall provide disposition instructions once the written notice of discovery is submitted by Supplier. h) Supplier shall ensure that all of its subcontractors are informed and provided with all applicable requirements, specifications and standards required by Buyer, Buyer's Customer or regulatory authorities, with respect to the Goods or Services furnished.

10. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

a. **Delivery** Supplier shall deliver the Goods in the quantities and on the date(s) specified in the PO or as otherwise agreed in writing by the parties (the "Delivery Date").

i. If Supplier does not comply with the stated delivery schedules, Buyer may, in addition to any other rights 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.

ii. In the absence of specific instructions from Buyer, Supplier will select the carrier to whom delivery will be made for shipment to Buyer. Except for its obligations under Warranty hereunder, all responsibility of Supplier, including but not

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limited to risk of loss for goods purchased hereunder by Buyer, shall pass to Buyer ExWorks. Buyer shall make all claims to the carrier for goods damaged or lost in transit.

iii. Title to Good(s) purchased hereunder shall pass to the Buyer upon delivery.

iv. Title (of Large Equipment Purchases) to and ownership of new equipment and hardware shall pass from Supplier to Buyer upon completion of the unloading at Buyer's facility or upon loading of the Equipment into Buyer's transportation vehicle at Supplier's facility. Buyer shall maintain insurance coverage from the EX-Works point of shipping until the title has transferred. Title and right of possession for equipment or hardware supplied by Buyer for repair or modification hereunder shall remain with Buyer, subject to any applicable lien rights of Supplier. Title and right of possession of any equipment and hardware supplied for further processing or integration shall remain with Supplier or Buyer and cannot be encumbered or disposed of by the subcontractor or Supplier. Reasonable access to the equipment and hardware shall be provided to employees or representatives of Supplier and Buyer.

b. **Shipping** 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. Supplier shipments must comply with all DOT and IATA shipping regulations. Any fines and violations resulting from the Supplier's lack of adherence are solely the responsibility of the Supplier.

c. **Change Orders** Buyer may at any time, by written instructions issued to Supplier PO changes to the Services. Supplier shall, within five business days of receipt of a change order submit to Buyer a firm cost proposal for the change order. Parties agree to negotiate should an adjustment in the Supplier's compensation or the performance deadlines under these Terms change. If Buyer accepts such cost proposal, Supplier shall proceed with the changed services subject to the cost proposal and the terms and conditions of these Terms.

d. **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 Agreement, Supplier shall promptly notify Buyer in writing.

e. **Late Delivery** If Supplier fails to deliver the Goods in full on the Delivery Date, Buyer may at its sole discretion:

i. terminate these Terms immediately by providing written notice to Supplier and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date;

ii. require the Supplier to make delivery by fastest way, with the full cost of such delivery absorbed by Supplier;

iii. enforce all or part of the Late Delivery Fees.

iv. waive a portion or all late charges by written approval/notice from Buyer if there are uncontrollable circumstances that prevent the Supplier from completing the Work.

v. **Late Delivery Fees** If Supplier fails to have the Goods delivered in the time period stated in the PO or proposal, Buyer has the option to enforce the following late fees: 1% of invoice price after 7 days 2% after 14 days, 5% after 30 days, 9% after 45 days and 15% of final invoice price after 60 days.

11. TERMINATION

a. **Termination for Convenience by Buyer.** Buyer may terminate all or part of this PO (PO) for any reason upon thirty (30) days' prior written notice to Supplier. Upon receipt of such notice, Supplier shall: (a) immediately stop work on the terminated portion of the PO as of the effective date of termination; (b) take all reasonable steps to mitigate costs and to protect property in Supplier's possession in which Buyer has or may have an interest; (c) promptly deliver to Buyer an itemized statement of Services performed and Goods completed and in progress through the effective date of termination; and (d) comply with Buyer's reasonable instructions regarding transfer to Buyer or a third party of work in progress, materials, tooling, and documentation. Buyer shall pay Supplier for all conforming Goods delivered and accepted and Services rendered and accepted prior to the effective date of termination, together with reasonable termination costs necessarily incurred and substantiated by Supplier, provided that Buyer's total liability for such termination payments shall not exceed the total Price for the portion of the PO terminated. Buyer shall not be liable for loss of anticipated profits or unabsorbed overhead.

b. **Termination for Cause by Buyer.** Buyer may terminate these Terms, in whole or in part, immediately and without prior notice, if Supplier: (a) becomes insolvent or is the subject of any bankruptcy or similar insolvency proceedings (commenced by or against Supplier and not dismissed within thirty (30) days); (b) fails to perform or comply with any material provision of these Terms and does not cure such failure within fifteen (15) days after written notice specifying the breach (or such other cure period as the Parties may agree in writing); or (c) assigns or encumbers its rights hereunder in violation of Section 16(b) or otherwise acts in a manner that, in Buyer's reasonable judgment, jeopardizes timely performance or Buyer's rights. Where cure is possible and timely cured within the applicable cure period, Buyer shall not exercise its termination for cause right.

c. **Immediate Suspension.** Notwithstanding the foregoing, Buyer may immediately suspend performance or access to Buyer Premises or systems by Supplier or Supplier personnel where Buyer reasonably determines there is a threat to safety, security, confidential information, or the integrity of Buyer systems. Supplier shall promptly comply with instructions during any suspension and shall not be entitled to additional compensation except as expressly agreed in writing.

d. **Supplier Obligations on Termination.** Upon the effective date of termination or suspension, Supplier shall: (a) promptly cease all activities related to the terminated portion of the PO (unless otherwise directed by Buyer); (b) protect and preserve property in its possession in which Buyer has an interest; (c) submit invoices and all substantiating documentation for amounts it claims to be owed no later than sixty (60) days after the effective date of termination; and (d) reasonably assist Buyer and any successor supplier in the orderly transfer of work, tooling, documents, materials and records related to the PO. Supplier shall not incur costs after the effective date except to the extent necessary to wind down performance or as expressly authorized in writing by Buyer.

e. **Payment and Set-Off.** Buyer shall pay Supplier for conforming Goods delivered and accepted and Services performed and accepted prior to termination in accordance with Section 5, subject to set-off for amounts owed by Supplier to Buyer (including

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but not limited to damages, liquidated or otherwise, and late delivery fees properly assessed). Buyer's payment obligations under this Section are contingent upon Supplier delivering all work product, records and supporting documentation required by Buyer to substantiate Supplier's claim.

g. **Mitigation.** Each Party shall use commercially reasonable efforts to mitigate its damages and costs arising from any termination of the PO.

h. **Termination by Supplier.** Supplier may terminate these Terms only upon written notice to Buyer if Buyer: (a) materially breaches a payment obligation to Supplier and Buyer fails to cure such breach within thirty (30) days after receipt of written notice; or (b) becomes insolvent or is the subject of any bankruptcy or similar insolvency proceeding (commenced by Buyer and not dismissed within thirty (30) days). Any termination by Supplier shall be subject to Buyer's right to set-off and any other remedies available to Buyer.

12. CONFIDENTIALITY

All non-public, confidential or proprietary information of Buyer, including but not limited to, product specifications, samples, patterns, designs, plans, drawings, documents, data (including personal data or personal information), business operations, customer lists, pricing, discounts or rebates, all financial, business and product strategy information, procedures and formulae disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as private and proprietary ("Confidential Information") in connection with these Terms is confidential, solely for the purpose of performing these Terms and may not be disclosed or copied unless authorized in advance by Buyer in writing. Supplier agrees to treat as strictly confidential all provisions of these Terms and Confidential Information provided as a result of these Terms. Upon Buyer's request, Supplier shall promptly return all documents and other materials received from Buyer except that which shall strictly conform to all requirements of Supplier retains in archive in the ordinary course of business. Buyer shall be entitled to seek injunctive relief for any violation of this Section. Confidential Information does not include information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. In the event the Parties have signed a Non-Disclosure or Confidentiality Agreement for the purchase of Goods or use of the Services prior to the effective date of these Terms, the terms of Non-Disclosure or Confidentiality Agreement shall govern the Parties obligations relating to Confidential Information.

13. GENERAL INDEMNIFICATION

Supplier shall indemnify and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance Suppliers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Supplier or Supplier's negligence, willful misconduct or breach of these terms. Supplier shall not enter into any settlement or admission of guilt on Buyer's behalf without Buyer's prior written consent.

14. PATENT INDEMNITY

Supplier shall indemnify and hold Buyer and its customers harmless from and against any expense or liability, including costs, fees, damages, or Losses arising out of any claim, suit, proceeding that the manufacture or furnishing of Works under this Agreement, or the use of such Goods or sales of such Goods constitutes misappropriation or infringement of any patent, trade secret, or copyright of any third party. If an injunction should issue prohibiting Buyer or Indemnitees use of the Goods, Supplier shall procure for Buyer and its 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 in addition to the incidental and consequential costs to procure replacement goods. In no event shall Supplier enter into any settlement or admission of guilt on Buyer's behalf without Buyer's or Indemnitee's prior written consent. Supplier's indemnity obligations under this provision are exclusive of and outside of any limitation of liability negotiated between the Parties.

15. GENERAL COMPLIANCE

a. Supplier warrants that it and the Goods and Services furnished hereunder comply with all applicable federal, state, provincial, national and local laws, executive orders, legislation, ordinances, codes, and rules and regulations (including without limitation environmental, sustainability and governance laws). Supplier further warrants that Goods were produced and Services performed in accordance with applicable labor and employment laws (including equal employment opportunity), and that no Goods were produced using forced, indentured, or convict labor, nor in violation of minimum wage laws in the country of manufacture or performance.

b. Supplier may, at its option, adopt and follow its own Code of Conduct in lieu of Buyer's Supplier Code of Conduct provided that Supplier's Code of Conduct: (i) is materially consistent with or more stringent than Buyer's Supplier Code of Conduct available at <http://www.standardaero.com/AboutUs/Legal/SupplierPortal.aspx>; (ii) addresses at a minimum the same topics covered by Buyer's Code including, but not limited to, labor practices, health and safety, anti-corruption, environmental stewardship and export/import compliance; and (iii) is provided to Buyer upon request together with any supporting compliance documentation or certifications. If Buyer reasonably determines Supplier's Code of Conduct is not materially consistent with Buyer's requirements, Supplier shall promptly (and in no event later than thirty (30) days after notice) adopt corrective measures acceptable to Buyer or implement Buyer's Code of Conduct for activities performed under these Terms.

c. Supplier shall, upon Buyer's reasonable request, certify compliance with the applicable Code of Conduct and provide supporting documentation, and shall permit Buyer (or Buyer's designated third party) to conduct audits or assessments related to

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such compliance during normal business hours with reasonable notice. Nothing in this clause shall relieve Supplier of its obligations under any law or these Terms. Supplier's representations and warranties under this Section survive expiration or termination of these Terms.

16. GENERAL PROVISIONS

- a. **Amendments and Notices** These terms may only be amended or modified in a writing stating specifically that it amends these terms and signed by an authorized representative of each Party. Any notice required by these Terms and requests, claims, demands, communication or waivers (each a "Notice(s)") to these Terms must be in writing and will be accepted if sent by registered prepaid post, or delivered personally to the binding representatives of these Terms.
- b. **Assignment** These Terms 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. **Audit Rights** Buyer shall have the right to conduct audits of Supplier's records pertaining directly to these Terms for a period of up to twenty-four (24) months subsequent to the effective date of termination or cancellation of these Terms. Upon reasonable Notice, during regular business hours, abiding by Suppliers current safety and security policy and at Buyer's expense, Supplier shall allow Buyer to inspect and make copies of such records and interview Supplier personnel in connection with the provisions of the Goods or Services provided under this Agreement.
- d. **English Language** Except as the Parties may otherwise agree, these Terms, 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 these Terms and any translation thereof into another language, the English language meaning shall control.
- e. **Entire Agreement** These Terms and its appendices constitute the entire agreement between the Parties with regard to the subject matter herein and supersede all other contracts, understandings of the matters herein subject, including the issuance of any agreement or invoicing terms provided by Supplier. In case of any conflicts or inconsistencies between the provisions of these Terms and the appendices attached hereto, the provisions of these Terms shall prevail.
- f. **Export Compliance** Supplier will be the importer/exporter of record of the Goods, Equipment, Deliverables and, unless the Parties 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. 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.
- g. **Governing Law and Jurisdiction** These Terms shall be governed by the laws of the State of New York without reference to its conflict of law provisions and the Parties hereby attorn to the exclusive jurisdiction of the Southern District of the State of New York unless otherwise agreed. All claims, disputes or controversies related to or arising out of these Terms will be resolved in the State of Federal Court of competent jurisdiction located in the southern district of New York, State of New York.
- h. **Gratuities/Kickbacks** Supplier, and any of Supplier's employees, agents, representatives, or Permitted Subcontractors, shall not, directly or indirectly, offer, promise, give, solicit, or accept any bribe, kickback, rebate, gift, entertainment, favor, or other thing of value to or from any Buyer employee, officer, agent, or representative for the purpose of influencing any act or decision, securing any improper advantage, or obtaining or retaining business with Buyer. Supplier represents and warrants that it and its Permitted Subcontractors will comply with all applicable anti-corruption, anti-bribery, and government procurement laws and regulations in performing under this PO. If Supplier becomes aware of any actual, attempted, or suspected violation of this Section, Supplier shall promptly (and in no event later than five (5) business days) notify Buyer in writing and cooperate fully with any Buyer investigation. Supplier shall maintain reasonable records evidencing compliance with this Section and, upon Buyer's request, permit Buyer (or its authorized representative) to audit such records during normal business hours, subject to any confidentiality protections required by law. A breach of this Section shall be deemed a material breach of the PO and shall entitle Buyer, in its sole discretion, to: (i) immediately terminate this PO for cause without liability; (ii) recover from Supplier all losses, costs, and expenses (including reasonable attorneys' fees) resulting from the breach; and (iii) pursue any other remedies available at law or in equity. Supplier shall indemnify and hold Buyer harmless from any fines, penalties, costs, or third-party claims arising out of Supplier's breach of this Section. Supplier shall ensure that its employees, agents, representatives, and Permitted Subcontractors are informed of and comply with the requirements of this Section prior to performing any work related to this PO.
- i. **Independent Contractor** Supplier is an independent contractor of Buyer. Nothing in this PO shall create an employment, agency, partnership, joint venture, or fiduciary relationship between Buyer and Supplier or between Buyer and any Permitted Subcontractor. Supplier has no authority to act for, to assume or to create any obligation or liability on behalf of Buyer, and Supplier shall not represent to any third party that it has such authority or the right to bind Buyer. Supplier is solely responsible for the selection, supervision, direction, compensation, taxes, benefits, and other obligations of its employees, agents, and Permitted Subcontractors. Supplier shall ensure that all Permitted Subcontractors are bound by obligations consistent with this Section and shall remain responsible for the acts and omissions of its Permitted Subcontractors as if performed by Supplier. The parties agree that Buyer shall have no liability for withholding taxes, workers' compensation, unemployment insurance, or other payroll-related obligations for Supplier's personnel, and Supplier shall indemnify and hold Buyer harmless from any claims, liabilities, or expenses arising from Supplier's failure to satisfy such obligations.
- j. **Releases and Publicity** Supplier shall not make or authorize any public release of information, advertisement or any other disclosure regarding these Terms shall be made or the relationship between the Parties or make use of Buyer's logo or name without the prior written approval of Buyer.

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- k. **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's 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 in equity.
- l. **Security Interests** Supplier hereby represents and warrants that its Services or Goods provide will be free and clear of any and all security interests, liens, claims, charges and encumbrances of any nature whatsoever.
- m. **Severability and Interpretation** Each provision of these Terms is severable from the other. If any provision is declared by an a court of competent jurisdiction to be invalid and unenforceable, the validity of the remainder of the PO shall not be affected. Headings in these Terms are for the purpose of convenience only and shall not be used in the interpretation of any part of these Terms. In these Terms, the use of the singular includes the plural and vice versa and the use of one gender includes all genders.
- a. **Survivability** Expiration or termination of any PO or of this Agreement will not affect any rights or obligations that by their nature survive termination (including, without limitation, Sections concerning Confidentiality, Warranties, Indemnification, Patent Indemnity, Insurance, Payment, Audit Rights, Governing Law, and Survivability). Those provisions shall survive termination or expiration of these Terms.
- n. **Third Party Beneficiaries** These Terms has been entered into by Buyer and Supplier and is not intended to and shall not create any rights in or against any third party. Furthermore, if Buyer issues an PO under a US government contract, Supplier hereby acknowledges that any PO 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 and conditions document with the Government Contracting Officer's express consent.
- o. **Transferability and Cancellation for Change in Business** For the purposes of this provision a "Change in Business" is defined as a significant structural change in the Buyer's ownership, properties or workforce including a merger, sale of the assets and in particular the sale of the assets at the site, the closure of the site, relocation of the site, or a reorganization, downsizing, permanent layoff or other permanent change to the Buyer's employee population covered by this Agreement. Where directly impacted by a Change in Business, the terms, licensing, obligations, Goods and Services of this Agreement may be transferred to an affiliate site operated by the Buyer or to an affiliated business in the case of a merger, sale or transfer of ownership of the business. Where the Change in Business directly negatively and significantly impacts the feasibility of continuing the Works at the site such as a closure, reorganization or permanent layoff of all staff undertaking the Works then these Terms may be terminated with six (6) months written notice (or earlier if agreed by the parties) to the Supplier by the Buyer without penalty to either party. Licensing fees covering the period up to the termination day will be payable by the Buyer. Goods in transit or in the possession of the Buyer that cannot be returned and related costs must be paid by the Buyer.
- p. **United States 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 these Terms, the term "Contractor" shall mean "Supplier", the term "Contract" shall mean this "Order," and the Terms "Government," "Contacting Officer," and equivalent phrases shall include "Buyer". 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 these Terms. 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 PO 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.
- q. **Waiver** No waiver of any breach of these Terms will extend to any subsequent breach. Failure by either Party to enforce any provision of this Agreement shall not operate as a waiver of the requirements of such provision or law, or as a waiver of the right of a Party thereafter to enforce such provision or law.