



## HM AEROSPACE INC. SALES ORDER GENERAL TERMS AND CONDITIONS (GTC)

WHEREAS HM AEROSPACE INC. (the “Supplier”) is the owner or consignee of certain aircraft and engine assets, components and parts (individually, a “Part”, and collectively, the “Parts”), and

WHEREAS, subject to the Sale General Terms and Conditions set forth herein (this “Agreement”), Supplier has agreed to sell certain Parts to the Customer (the “Customer”), and the Customer has agreed to purchase such Parts from Supplier.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Supplier and Customer agree as follows:

### AGREEMENT

Upon the receipt of a Quotation by Customer, the terms and conditions of this Agreement will apply thereto as if incorporated directly therein. This Agreement is entered into between Supplier and Customer for the sale of Parts and is incorporated by reference in Supplier’s documented quotation for the terms of purchase of such Parts (the “Quotation”). Upon Customer’s acceptance of the terms of the Quotation (and by reference, this Agreement), Customer shall prepare and deliver to Supplier a purchase order for such Parts specified in the Quotation (the “Purchase Order”). Upon receipt and acceptance of the Purchase Order, Supplier shall proceed to arrange for Delivery of the Parts to Customer. This Agreement supersedes any and all prior contemporaneous agreements, negotiations, representations, warranties, and communications. The Quotation (and by reference, this Agreement) prevails over any of Customer’s general terms and conditions of purchase, whether or not submitted with Customer’s Purchase Order and shall apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Acceptance of Customer’s Purchase Order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement. Any special conditions relating to the purchase of any Parts and agreed between the Supplier and the Customer shall be in writing and such special conditions shall specifically amend, supplement or restate the Quotation.

#### 1. ACCEPTANCE

- 1.1. These general terms and conditions of sale (“Terms and Conditions” or “GTC”) which are non-negotiable shall govern and form an integral part of the Sales Order together with all of its attachments (if any) and are collectively referred to as “SO”. The SO is issued by HM AEROSPACE INC. (“Supplier”) to the party responsible for buying the Goods (“Customer”) as specified in the SO. Except where specifically agreed otherwise in writing by the Customer or where the SO is issued as an ordering mechanism under the terms and conditions of another framework or master document (i.e. contract).
- 1.2. As used herein, the term “Goods” shall include both tangible and intangible Goods, including services, tools, consumables, spare parts, engines, and any related aircraft component and documentation that may accompany the Goods. Reference to “Goods” shall where appropriate be deemed to include services.
- 1.3. The SO shall become a binding contract subject to these terms and conditions and shall be deemed to be accepted by the Customer: (i) by acknowledgement of the SO or Promissory Invoice; or (ii) by the Supplier’s commencement of delivery of the Goods (including planning) or shipment of the Goods; or (iii) by other conduct(s) by the Customer or any of its representatives reasonably demonstrating their acceptance of the SO, whichever occurs first.
- 1.4. All purchase orders from Customer must be made in writing and are subject to approval and confirmation upon receipt by Supplier. No order is guaranteed until Supplier issues a Promissory Invoice to Customer. Cancellation of orders may not be made without the written consent of Supplier and such orders are subject to a cancellation fee in the amount of 15% of the Purchase Price. Customer’s orders must be a minimum of \$150. The Customer shall be responsible for ensuring the accuracy of any order submitted to the Supplier.

#### 2. DELIVERY, TRANSPORTATION, SHIPPING AND BILLING

- 2.1. **Delivery, Transportation, Shipping.** The Supplier will: (a) ensure the Goods are suitably packed to avoid damage in transit or in storage, marked and delivered or shipped in accordance with the Customer’s requirements and all applicable laws or regulations; (b) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the SO. The Supplier will include on the delivery order, bills of lading or other shipping receipts the correct classification identification of the Goods delivered or shipped as required by the Customer and the relevant authorities. The marks on each package and identification of the Goods on packing slips, delivery order, bills of lading and invoices must enable the Customer to easily identify the Goods; and (c) delivery terms are ExWorks at Supplier’s facility located at 8607 NW 57th Ct, Tamarac, FL 33321, USA (EXW, Incoterms 2020), or such other facility as Supplier may designate, unless otherwise agreed to by the parties in writing. All Parts delivered shall be packaged in accordance with Supplier’s standard packing procedures for such Parts. Customer shall, within thirty (30) calendar days after receipt of the Parts, notify Supplier of any nonconforming Parts, return such nonconforming Parts to Supplier at Customer’s cost, and permit Supplier a reasonable opportunity to replace such nonconforming Parts.
- 2.2. **Price, Billing and Payment.** Customer’s order shall be filled at the price specified on the Sales Order (“SO”). All amounts referred to in the Sales Order are in United States Dollars, unless otherwise agreed to in writing by Customer and Supplier. The price on the Sales Order shall include all costs, packaging, labeling, insurance, and freight to Customer’s facility, unless otherwise specifically noted in the Sales Order. No additional charges shall apply unless agreed to in writing by the parties. Payment of the purchase price for the Part(s) specified in the Quotation and as detailed in a Promissory Invoice (the “Purchase Price”) shall be made in immediately available funds by electronic transfer of United States Dollars, free and clear of any deductions, withholdings, taxes or offset of any kind, to such bank account as may be specified by Supplier to Customer. Title to all goods listed in the Quotation shall remain with Supplier until payment of the Purchase Price is received in full from Customer, at which point Supplier shall transfer title to the Parts to Customer (“Delivery”). Quoted prices are valid for thirty (30) days and, prior to sale subject to credit approval. All invoices and balances must be payable net thirty (30) days or as otherwise provided for in the Quotation. The Purchase Price is exclusive of all sales, use, excise, stamp, transfer, import/export, value-added or any other kind of taxes whatsoever.

("Taxes"), which shall be paid promptly by the Customer. The Customer hereby undertakes to indemnify and hold harmless Supplier on a full indemnity, after-tax basis from and against any Taxes (and all penalties, fines, additions to tax and interest thereon) in connection with the sale of the Parts as contemplated by this Agreement. Should the Supplier be required to pay any such Taxes or duties on behalf of the Customer, the Customer shall reimburse the Supplier forthwith upon demand. All past due amounts owed by Customer to Supplier pursuant to this Agreement shall bear interest at a rate of one and one-half percent (1½ %) per month or the maximum amount permitted by law commencing on the due date until the date the invoice amount is paid in full. Customer agrees to pay any and all costs of collection, including attorney's fees, in the event it becomes necessary to enforce the payment of Supplier's invoices. Customer shall not have a right to set-off amounts due to Supplier hereunder against any amount owed by Supplier to Customer.

2.3. **Taxes.** Unless otherwise stated in the SO or the Contract, the price includes all applicable taxes, duties and charges. Supplier will separately invoice the Customer for any sales or similar turnover taxes or charges that the Supplier is required by law to collect from the Customer. Invoices shall also be in the appropriate format required by local law to permit deduction of payments for income tax purposes by the Customer.

Where Goods and Services Tax ("GST") or tax of similar nature is applicable on any Goods supplied under the SO, the Customer shall pay for the GST or tax of similar nature under each invoice provided that the Supplier has complied with the following: **(a)** the Supplier is duly licensed with the relevant United States authorities to collect GST or tax of similar nature; **(b)** GST or tax of similar nature for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and **(c)** all invoices provided by the Supplier to the Customer complies with the relevant laws relating to GST or tax of similar nature enforced by the United States authorities.

The Supplier shall be responsible for complying with all United States of America tax laws and regulations including but not limited to the filing of any statutory United States and/or Florida State tax returns. The Supplier agrees to keep the Customer harmless against any claims or penalties that may be imposed on the Customer by reason of the failure of the Supplier to comply with its obligations under GST or any other tax laws of United States and/or Florida State or in any other jurisdictions where the personnel are physically present.

In addition to the purchase price, Customer shall pay any sales, use, or similar taxes imposed on account of the purchase of the Goods or Services that Supplier is required by applicable legal requirements to collect from Customer. Customer shall not be responsible for any other taxes, including but not limited to taxes based on Supplier's income, gross receipts, business and occupation, or similar taxes, import taxes or fees, and other local, state, or federal taxes normally paid by businesses similar to Supplier's business. Supplier shall indemnify, defend, and hold Customer harmless from any claims, costs (including attorneys' fees), and liabilities that relate to such taxes and fees. If Customer provides Supplier a valid exemption certificate, Supplier shall not collect the taxes covered by such certificate. If legal requirements require Customer to withhold taxes from payment to Supplier, Customer may withhold those taxes and pay them to the appropriate government authority.

2.4. **Withholding Tax.** If the Customer is required by law to make any deduction or withholding of any sum otherwise payable to Supplier under the SO, the Customer is entitled to deduct or withhold such amount and effect payment thereof to the relevant tax authority. Customer will upon request from the Supplier, provide the Supplier with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid by the Customer. If the Supplier is entitled to a preferential tax rate through tax residency under the relevant treaty or convention, the Supplier may furnish to the Customer evidence by way of letter or certificate issued by the relevant tax authority confirming the tax residence status of the Supplier. Upon receipt, the Customer will implement the appropriate preferential tax rate.

2.5. **Delivery.** Deliveries will be made in the quantities, on the dates, and at the times specified in the SO or any subsequent written instructions by the Customer. Time is of the essence for all deliveries. The Customer will not be required to pay for or accept any Goods that does not meet the SO terms and conditions. Supplier will notify the Customer if it is unable to comply with the delivery date specified in the SO. If the Supplier fails to deliver on time as specified in the SO or any subsequent written instructions by the Customer, the Customer may purchase replacements elsewhere, and the Supplier will be liable for the actual and reasonable costs incurred by the Customer.

### 3. QUALITY, INSPECTION, ACCEPTANCE, AND RISK OF LOSS

3.1. The Goods shall be free from any faults and defects, failing which, the Customer may elect to either reject any such Goods without any liability whatsoever to the Supplier, or, to require the Supplier to replace, repair or make good any faults, defects or non-conformance with stated specifications and requirements, at its own cost and expense.

3.2. All Goods and/or Services shall be received subject to Customer's inspection, approval, count, and testing ("**Inspection**"). Customer shall have a reasonable amount of time after receipt of the Goods and/or Services to conduct an Inspection. Customer may reject any or all Goods and/or Services that are, in Customer's sole judgment, nonconforming. Customer shall pay all costs of Inspection but may recover such costs from Supplier if the Goods and/or Services are nonconforming. Actual delivery, Inspection, and acknowledgement of conformance shall constitute acceptance by Customer. Supplier assumes all risk of loss until Customer's acceptance of the Goods and/or Services.

3.3. Failure by Customer to inspect or test the Goods or Services shall not affect Supplier's obligations, including but not limited to any warranties.

3.4. **Title and Risk.** Title to the Goods shall pass upon full payment of the SO value. Risk of damage to, or loss of, the Goods shall remain with the Supplier until Goods have been accepted by the Customer in writing. Supplier represents that it shall have full legal and beneficial title to the Parts sold to Customer on the date of Delivery. Risk of loss, damage or destruction of the Parts shall pass to the Customer upon Delivery. Notwithstanding the foregoing, title to the Parts shall remain with the Supplier until the Purchase Price has been received in full for such Parts, together with any other monies due and owing from the Customer to the Supplier on any account (whether in respect of the subject Parts or any other Parts delivered to Supplier). Any resale by the Customer of Parts in which title has not passed to the Customer shall be made by the Customer as agent for the Supplier. The proceeds of any resale by the Customer shall be held in trust by the Customer for the benefit of the Supplier and placed in a separate account until remitted to the Supplier. At any time before title to the Parts passes to the Customer (whether or not any payment to the Supplier is then overdue or the Customer is otherwise in breach of any obligation to the Supplier), the Supplier may (without prejudice to any other of its rights): **(a)** retake possession of all or any portion of the Parts; **(b)** enter any premises for such purpose of repossession or recovery (or authorize others to do so) which the Customer hereby authorizes; or **(c)** require redelivery of such Parts by Customer to Supplier. Any such actions taken pursuant to the foregoing sentence shall be at Customer's sole cost and expense and reimbursed to Supplier upon demand therefor.



#### 4. SPECIFICATIONS

The Goods delivered by the Supplier to the Customer shall comply with the Customer's specifications and requirements as stated in the SO (or in a Promissory Invoice). In the absence of such specifications and in all cases other than the supply of services, the Goods shall meet the manufacturers prevailing published specifications.

#### 5. EXPENSES

Except as otherwise provided herein or in a Quotation, each of Supplier and Customer shall be responsible for the costs and expenses incurred by it in connection with the negotiating of the Quotation and the consummation of the transactions contemplated hereby, including attorneys' fees and technical and/or appraisal costs.

#### 6. RETURNS

All returns for credit must be requested within thirty (30) days from invoice date. Any requests after such thirty (30) days will be denied. All returns shall be made by Customer as its sole cost and expense and are subject to a restocking fee in the amount of 25% of the Purchase Price. Parts returned without written authorization will be subject to a restocking fee in the amount of 75% of the Purchase Price. Parts must be returned in the original condition (including all documents and certificates) in which such Parts were tendered to Customer.

#### 7. CHANGES

Any changes to the SO shall be in writing and signed by an authorized signatory of the Customer. The SO is then officially modified through a written SO amendment issued by the Seller.

#### 8. BROKERS

Customer represents that it has not engaged any agent or broker entitled to any compensation as a result of the transactions contemplated by this Agreement, and Customer agrees to indemnify the Supplier Indemnitees from and against all Claims which arise or are attributable with respect to agents or brokers.

#### 9. WARRANTY

- 9.1. **General.** Supplier warrants that: **(i)** it will comply with all applicable laws, rules and regulations to which it is or becomes subject to; **(ii)** Goods specified in the SO do not infringe any patent, trademark, copyright or other intellectual property right of a third party; **(iii)** Goods specified in the SO are new, unused, not secondhand and do not contain anything used or reconditioned, unless Customer agrees otherwise in writing; **(iv)** it has been disclosed to Customer in writing the existence of any third party code including without limitation open source code, that is included in or is provided in connection with the Goods and the Supplier are in compliance with all licensing agreements applicable to such third party code; and **(v)** these warranties shall survive inspection, acceptance and payment.
- 9.2. If Supplier is not the manufacturer of the Goods or included parts, Supplier will transfer to Customer whatever transferable warranties and indemnities Supplier receives from the manufacturer of the Goods and parts.
- 9.3. **OTHER THAN THE WARRANTY OF TITLE GRANTED HEREIN, NO WARRANTY SHALL BE PROVIDED BY SUPPLIER WITH RESPECT TO PARTS SOLD HEREUNDER, AND EACH PART SOLD TO CUSTOMER IS DELIVERED IN "AS-IS, WHERE-IS", WITH ALL FAULTS CONDITION, AND THE OBLIGATIONS AND LIABILITY OF SUPPLIER HEREUNDER ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES AND RELEASES SUPPLIER (AND ANY REPRESENTATIVES OF SUPPLIER) FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, OBLIGATIONS, DUTIES, REPRESENTATIONS, REMEDIES OR LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS, ARISING IN CONTRACT OR IN TORT, WHETHER UNDER THEORIES OF NEGLIGENCE, STRICT NEGLIGENCE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTY AS TO AIRWORTHINESS, VALUE, QUALITY, CONDITION, OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (3) ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, DESIGN OR OTHER PROPRIETARY RIGHTS, AND (4) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, FOR LOSS OF USE OR DAMAGE TO ANY ENGINE OR AIRCRAFT OR ANY OTHER PROPERTY OR BODILY INJURY, FOR LOSS OF REVENUE OR PROFIT WITH RESPECT TO ANY SUCH PROPERTY, OR FOR LIABILITY OF CUSTOMER TO ANY THIRD PARTY OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER WITH RESPECT TO ANY PART SOLD HEREUNDER, EXCEPT IN THE CASE OF SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

#### 10. DELAY IN DELIVERY

Supplier will not be liable for any delay in performance due to causes beyond Supplier's control including, but not limited to, Force Majeure, embargoes, blockages, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor strikes, riots, insurrection, pandemics/epidemics, acts of criminals or terrorists, war, material, shortages or delays in delivery by third parties. In the event of such delay the Delivery date shall be extended for a period of time as may be reasonably necessary to compensate for such delay. Supplier will not be liable for lost profits, loss of business or other incidental, consequential, special, exemplary, indirect or punitive damages of any kind or nature, including but not limited to lost profits, loss of revenue or opportunity, cost of capital, cost of down time, cost of substitute equipment. Customer agrees that, for any liability arising out of delay, Supplier is not liable or responsible for any amount of damage above the aggregate Purchase Price paid by Customer for the purchase of the Parts under this Agreement.

## 11. FORCE MAJEURE

If Supplier is prevented from producing, selling or delivering any Goods, or Customer is unable to accept delivery, buy or use any Goods, as a direct result of an event or occurrence that is not reasonably foreseeable of the affected party and without such party's fault or negligence, then the affected party shall provide notice to the other within three (3) days from the date of occurrence thereof stating the cause and the anticipated duration of delay. Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns). If any delay lasts more than thirty (30) days, Customer may terminate the SO without any liability or obligation to purchase raw materials, partial, work-in-process or finished Goods.

## 12. INTELLECTUAL PROPERTY RIGHTS

The Supplier warrants that it owns or is licensed to use the Intellectual Property Rights contained in the Goods. The Supplier confirms that it has the right to grant and hereby grants to the Customer a non-exclusive, worldwide, perpetual, transferable and royalty-free license to Customer with respect to use all Intellectual Property Rights contained in the Goods in conjunction with the use or sale of the Goods. The Supplier shall claim, actions and demands that the use of the rights granted by the Supplier herein infringes any rights of such third party and shall indemnify the Customer against any damages and expenses (including reasonable legal costs and expenses) which may be awarded or agreed to be paid to any such third party in respect of any such claim or action against the Customer.

## 13. INDEMNIFICATION

Customer hereby agrees to release, Indemnify, defend and hold Supplier, its subsidiaries, affiliates and shareholders, and all of their respective officers, directors, members, managers, employees, agents, successors and assigns (collectively referred to as the "Supplier Indemnitees") harmless against any and all losses, liabilities, damages, costs, expenses, judgments, actions, proceedings, claims, damages, compensation, penalties or other liabilities (including reasonable attorneys' fees) ("Claims") resulting or arising (directly or indirectly) from: (a) property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic, or statutory civil damages any of which arise out of or are in any way related to the provision of services or the sale of any Parts by the Supplier Indemnitees, and/or (b) the use, operation, repair, maintenance, or disposition of Parts provided under any Purchase Order, whether or not arising from breach of contract, strict liability, or tort (including negligence), and/or (c) as a result of the breach by Customer of any of its obligations, representations, warranties or covenants made in connection with the transactions contemplated by this Agreement; provided however, Customer shall not be required to indemnify the Supplier Indemnitees for claims or liabilities arising from the gross negligence or willful misconduct of any Supplier Indemnitee. This indemnity shall survive and continue in full notwithstanding the termination of this Agreement.

## 14. LIMITATION OF LIABILITY

- 14.1. The maximum liability of the parties arising out of the SO regardless of the basis of liability or the form of action shall not exceed the 20 percent (20%) of the SO amount. This limitation does not apply to the parties' liability for personal injury, willful misconduct, willful default, fraud, infringement or infringement of Intellectual Property Rights, breach of Confidentiality and loss or damage to property.
- 14.2. Notwithstanding any other provision under the SO, in no event shall either parties be liable (whether in contract, in tort, under statute or otherwise for any cause) to the other for any special, consequential, indirect or incidental damages, loss of profits, loss of data, loss of revenue, loss of use suffered by the other party arising out of or in connection with the SO whether such loss or damage was foreseeable or in the contemplation of the parties.

## 15. CUSTOMER'S INSURANCE

Quotations do not include insurance coverage for any Parts delivered pursuant to this Agreement. Customer shall, at its sole cost and expense, carry and maintain (or cause to be carried and maintained) insurances in respect of aircraft hull (or spares) coverage and aviation general legal liability insurance (including contractual liability) in respect of the Parts. Such insurances shall be in full force and effect at the time of Delivery and in types and amounts as would be carried by other companies engaged in the Customer's industry. Such policies of insurance shall be primary with respect to the indemnities of Customer set forth herein and shall contain waivers of subrogation of the insurers in favor of the Supplier Indemnitees. Customer shall provide to Supplier certificates of insurance on or prior to the date of Delivery of any Parts pursuant to this Agreement in such amounts and on such terms as may be specified by Supplier in the Quotation.

## 16. CONFIDENTIALITY

The Supplier will: (a) keep all of the Customer's Information (as defined below) confidential and disclose it only to its employees on a need-to-know basis; and (b) use the Customer's Information solely for the purpose of supplying Goods to the Customer. Goods manufactured based on the Customer's Information may not be used for the Supplier's own use or sold by the Supplier to third parties without prior express written consent from the Customer. "Customer's Information" means all information provided to the Supplier by the Customer or its representatives or subcontractors in connection with Goods, including, without limitation, pricing and other terms of the SO, specifications, data, formulae, compositions, logos, designs, sketches, photographs, samples, prototypes, test equipment, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Customer's Information also includes any materials or information that contains, or is based on, any Customer's Information, whether prepared by the Customer, the Supplier or any other person.

- 16.1. Each party agrees, with respect to the Confidential Information disclosed to it by the other party, as follows: (a) to use the Confidential Information only for the purposes described in the Agreement; (b) to not reproduce the Confidential Information and hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, except as otherwise permitted herein; (c) to not create any derivative work from such Confidential Information; (d) to permit access to such Confidential Information only to such of its personnel, agents, or contractors, if any, who have a need to access such Confidential Information to perform such party's obligations



hereunder and who have been advised of, and have agreed in writing to treat such information in accordance with, the terms of the Agreement; and (e) to return or destroy all Confidential Information in its possession upon termination or expiration of the Agreement. Each party shall take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Supplier shall notify Customer promptly – and in all cases within twelve (12) hours of Supplier becoming aware – of any breach of the Agreement or loss or probable (in Supplier's reasonable discretion) unauthorized disclosure of Customer's Confidential Information of which Supplier becomes aware and shall cooperate fully with Customer to protect Customer's Confidential Information and related rights.

16.2. Notwithstanding the foregoing, the provisions of Section 16.1 shall not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed, without breach of any confidentiality obligation; (b) is or becomes publicly available or enters the public domain, without breach of any confidentiality obligation; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (d) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (e) is independently developed by the recipient, without breach of any confidentiality obligation; or (f) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding anything in the Agreement to the contrary, either party may disclose Confidential Information in response to an order of a court or other governmental body or if otherwise required by legal requirements to be disclosed, provided that the party making the disclosure pursuant to the order shall first have given notice to the other party and made a reasonable effort to obtain a protective order.

## 17. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of the SO will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of the SO constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise preclude other or further exercise thereof.

## 18. LIMITATION OF LIABILITY

Supplier's liability on any claim of any kind including negligence, for any loss (including death) or damage arising out of or connected with, or resulting from this Agreement or the Quotation, for breach of statutory obligation or otherwise for any loss of profits (direct or indirect), business interruption, loss of sales, loss of use, loss of opportunity, loss of goodwill and loss of turnover and whether arising directly or indirectly out of or in consequence of any act, default or omission of the Supplier, and the Supplier shall not in any circumstances be liable for any Claims (whether direct, indirect or consequential), and any other remedy which would otherwise be available in law to the Customer is hereby excluded except to the extent that such exclusion is prohibited by law (in which event such Claim shall not exceed the Purchase Price received by Supplier for such Part).

## 19. INDEPENDENT CONTRACTOR CLASSIFICATION

The parties do not intend to create a partnership, joint venture, or employment relationship and nothing contained in the Agreement shall be deemed or construed by the parties or by any third person or entity to create the relationship of partnership, joint venture, employment, or joint employer. Supplier represents and warrants that it has properly classified its personnel as employees or independent contractors in accordance with applicable legal requirements. To the extent Supplier utilizes employees, Supplier represents and warrants that it is an independent company (not a temporary personnel agency) and the sole employer of its employees with exclusive control and complete responsibility for hiring, firing, disciplining, setting pay and benefits (including the method of payment), assigning and directing work, supervising, preparing payrolls, paying wages, training, and otherwise setting the employment conditions and managing the employment relationship with respect to it and its employees whom Supplier employs in connection with Supplier's performance of the Agreement. Supplier represents and warrants that no other person, business, or entity, including Customer, has an employment relationship with Supplier or Supplier's employees. At all times, Supplier shall be deemed an independent contractor with respect to Supplier's rights and obligations under the Agreement.

## 20. GOVERNING LAW AND JURISDICTION

This SO shall be governed by and construed in accordance with the laws of the United States of America without giving effect to its conflicts of laws provisions. Any dispute arising out of or under this Agreement that the Parties are unable to resolve amicably shall be finally settled by arbitration in Florida in accordance with the Arbitration Rules of the Florida law. All arbitration proceedings shall be in the English language. The decision of the arbitration tribunal shall be final and binding on the Parties. For the avoidance of doubt, the Parties are not precluded from seeking injunctive relief from a court of competent jurisdiction in relation to any breach or threatened breach of this Agreement.

20.1. **Compliance with Laws.** The Parties agrees, represents, and warrants that it will comply with all federal, state, and local laws and regulations with respect to the Goods and Services to be provided, including but not limited to the following:

20.1.1. **Compliance with Legal Requirements.** The Parties shall (a) secure and maintain at all times any and all applicable permits, authorizations, consents, approvals, licenses, tests, and inspections required by governmental authorities as it relates to the performance of the Agreement, and (b) comply, and cause each of its employees, subcontractors, and agents to comply, with all laws, statutes, ordinances, rules, regulations, and orders of governmental authorities as are applicable to the performance of the Agreement.

20.1.2. **Federal Contracting and Subcontractor Requirements.** Unless exempt and if applicable, The Parties and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, and national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status, or disability. If applicable,



The Parties and any of its subcontractors shall also abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

- 20.1.3. **Compliance with U.S. Foreign Corrupt Practices Act.** The Parties understands and shall comply with the provisions of all applicable legal requirements governing anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, in performing the Agreement and any other agreement or understanding between the parties. The Parties warrants and represents that it and its officers, directors, stockholders, employees, and agents have not and shall not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of money or anything of value to **(a)** any government, official, agent, employee of any government department or agency, whether or not acting in an official capacity; **(b)** any political party or official thereof or any candidate for political office; **(c)** any person knowing that all or any portion of such money or thing of value will be given or promised, directly or indirectly, to persons described in **(a)** or **(b)**, for any purposes prohibited by such applicable legal requirements, in order to obtain or retain business with, or directing business to, Customer or to any person or entity.

## 21. EXPORT COMPLIANCE; SANCTIONS

The export and re-export of goods and related technical information under this Agreement are subject to the export laws of the United States of America. Customer shall be responsible for applying for, obtaining and maintaining all required export licenses and approvals and complying with all applicable export reporting requirements. Supplier does not guarantee the issuance of such licenses or their continuation in effect once issued. Customer covenants that it will not, directly or indirectly, export or re-export any goods or technical information received from Supplier to any destination if such export or re-export would violate the laws of the United States of America.

Further, Customer covenants that it will comply in all respects with all applicable laws, ordinances, rules, regulations and orders of all governmental authorities relating to the ownership, installation, operation, movement, marketing and maintenance of the Parts. To this effect, Customer acknowledges that the Parts are subject to U.S. Trade Control Laws and Customer shall not sell, transfer or lease the Parts to any person that is (and represents and warrants that Customer itself is not): **(i)** a target of U.S., European Union, United Kingdom, or other economic, financial or trade sanctions in force from time to time; **(ii)** named, identified or described on any blocked persons list, specially designated nationals list, prohibited persons list, or other official list of restricted persons with whom U.S., European Union or United Kingdom persons, or persons otherwise subject to the jurisdiction of the U.S., the European Union or the United Kingdom may not conduct business, including, but not limited to, restricted party lists published or maintained by **(A)** OFAC, **(B)** the U.S. Department of Commerce, **(C)** the U.S. Department of State, **(D)** the European Union or **(E)** Her Majesty's Treasury of the United Kingdom; or **(iii)** owned or controlled by, or an actor on behalf of, any person described in clauses **(i)** or **(ii)**.

It shall be a condition precedent to Supplier's obligations under this Agreement that: **(a)** all necessary export licenses and approvals required in respect of Customer's business or the Delivery of any Parts hereunder shall be timely granted and continue in effect during the term of this Agreement; and **(b)** Customer shall upon request execute and deliver to Supplier a copy of the form titled "Export Compliance / End Use / End User Certification / Statement"; and **(c)** Customer shall upon request execute and deliver to Supplier a copy of the form titled "HM Know Your Client Questionnaire". Supplier reserves the right to withhold Delivery of any Parts pursuant to this Agreement until such conditions have been satisfied to Supplier's satisfaction.

Customer agrees to indemnify and hold Supplier harmless against any liability arising from any breach of Customer's obligations under this Section.

## 22. SEVERABILITY

If any provision of the SO is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the SO will remain in full force and effect.

## 23. SURVIVABILITY

If this Agreement expires, is completed, or is terminated, Customer shall not be relieved of those obligations contained herein. All the provisions will survive the termination.

## 24. ENTIRE AGREEMENT

In the absence of a signed contract, the SO or the Promissory Invoice, together with the attachments, schedules, supplements or other terms specifically referred to in the SO, constitutes the entire agreement between the Supplier and the Customer. No other document including the Supplier's proposal, quotation, letters, amendments or acknowledgment, whether verbal or written, forms part of the SO unless specifically agreed to in writing by the Customer and supersedes all previous oral and written agreements and commitments. Supplier rejects any of Customer's inconsistent conditions in purchase orders or however stated and such shall not be part of this Agreement, unless specific and explicit references to changes to this Agreement are made in writing by an authorized representative of Supplier.

In the event of any conflict in any of the documents comprising the SO, the Supplier shall immediately consult Customer for a resolution before proceeding with the work. This does not constitute a waiver or release of any rights and claims against the Supplier arising out of, or relating to, any fraud or duress in connection with the formation of the SO or any breach or anticipatory breach of any previously existing SO between the Customer and the Supplier (whether or not such previously existing SO related to the same or similar Goods or subject matter as the SO).

Notwithstanding the foregoing, if a signed contract covering the procurement of the Goods described in the SO exists between the Customer and the Supplier, the terms and conditions of the signed contract shall prevail over any inconsistent terms in the SO.

[END OF TERMS AND CONDITIONS]