



TERMS AND CONDITIONS

1.0 Applicability

1.1 These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the Parts ("**Parts**") by **Aeras DWC LLC (trading as Aeras Aviation)**, company number 6767 ("**Buyer**") from the seller named on the Purchase Order ("**Seller**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Parts and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

1.2 The purchase order printed on the reverse side of these Terms (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

2.0 Delivery of Parts and Performance of Services.

2.1 Seller shall deliver the Parts in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Seller shall deliver the Parts within seven (7) days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Parts in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller.

2.2 Seller shall deliver all Parts to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all Parts for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Parts are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

2.3 Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Parts.

3.0 Quantity. The quantity of the Parts specified in Buyer's Purchase Order must match the quantity of Parts delivered, unless otherwise agreed to in writing by Buyer. If Seller delivers more or less than the quantity of Parts ordered, Buyer may reject all or any excess Parts. Any such rejected Parts shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Parts and instead accepts the delivery of Parts at the increased or reduced quantity, the Price for the Parts shall be adjusted on a pro-rata basis.

4.0 Shipping Terms. Delivery shall be made DDP (Incoterms 2020) the Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5.0 Title and Risk of Loss. Title and risk of loss of the Parts shall pass to Buyer upon delivery of the Parts at the Delivery Point.

6.0 Minimum Requirements, Inspection and Rejection of Nonconforming Parts.



6.1 The Parts listed on the Purchase Order are subject to the final approval of Buyer's quality department following Inspection of the same as set forth in Clause 6.7.

6.2 Parts with IEN's or DER's will not be accepted without prior written authorization on the Purchase Order.

6.3 All repairable (unserviceable) Parts are purchased in guaranteed repairable condition (defined as both technically and economically repairable).

6.4 All Parts must be accompanied by full trace to an FAA Regulated Source such as a 121 or 129 along with Seller's material certification in accordance with ATA Spec 106 per FAR 21 ("**Material Certificate**"). The Material Certificate must state that the Parts have not been (a) involved in an incident or accident (as defined in Annex 13 to the Chicago Convention); (b) operated by any U.S. or foreign government or military source and no parts installed thereon have been obtained from any U.S. or foreign government, military or unapproved source; and (c) subjected to extreme stress or over temperature, immersed in salt water or exceeded the manufacturer's operational limitations.

6.5 All serviceable Parts must include a signed original of an 8130-3, EASA, a JAA Form One Dual Release AND CAAC certificate and a disassembly tag. All release certificates must state part TSN/CSN and last engine serial number.

6.6 All Life Limited Parts must have complete traceability to the manufacturer, including documents of origin (MRP, EDS-Engine Data Submittal, Huddleston Report) or equivalent, along with TSN/CSN=00.00 and paperwork must include all back up engine ON/OFF records.

6.7 Buyer has a period of thirty (30) days after Buyer's receipt of the Parts (the "**Inspection Period**") to

inspect the Parts in order to confirm that the Parts conform to the requirements set forth in this Agreement. Buyer, at its sole option, may reject all or any portion of the Parts if it determines the Parts are nonconforming or defective. If Buyer rejects any portion of the Parts, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement with respect to all Parts that are rejected for non-conformance; (b) accept the rejected Parts at a mutually agreed reduced Purchase Price (as defined herein); or (c) require replacement of the rejected Parts with Parts that conform with the requirements of this Agreement. If Buyer requires replacement of the Parts, Seller shall, at its expense, within seven (7) days replace the nonconforming or defective Parts and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Parts and the delivery of replacement Parts. If Seller fails to timely deliver replacement Parts, Buyer may terminate this Agreement for cause pursuant to Clause 14. Any inspection or other action by Buyer under this Clause shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7.0 Price. The purchase price of the Parts is the price stated in the Purchase Order (the "**Purchase Price**"). If no purchase price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Purchase Price includes all packaging, transportation costs to the Delivery Point, insurance, and customs duties. No increase in the Purchase Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written approval of Buyer.

8.0 Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall



pay all properly invoiced amounts due to Seller within thirty (30) days after Buyer's actual receipt of the Parts and all associated technical documentation, except for any amounts disputed by Buyer in good faith. All payments hereunder must be stated in US dollars and shall be made by wire transfer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and shall be paid when due, notwithstanding disputes on other items, within the period set forth in this Clause 0. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

9.0 Warranties.

9.1 With respect to all serviceable, overhauled or new Parts, Seller warrants to Buyer that for a period of twelve (12) months from the Delivery Date or the date Parts are actually received by Buyer (whichever period is greater), all Parts will be free from any defects in workmanship, material and design.

9.2 With respect to all Parts purchased under this Agreement, such Parts will: (a) conform to applicable specifications and other requirements specified by Buyer; (b) be free and clear of all liens, security interests or other encumbrances; and (c) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Parts by Buyer.

9.3 If Buyer gives Seller notice of noncompliance pursuant to this Clause 9 of any breach of the foregoing warranty, Seller shall, at its own cost and expense, within seven (7) days, replace or repair the defective or nonconforming Parts and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Parts to Seller and the delivery of repaired or replacement Parts to Buyer.

10.0 General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors and assigns and all of their respective directors, officers, shareholders, members, managers 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 (including reasonable attorneys' fees and legal costs), and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Parts purchased from Seller and arising out of Seller's negligence, willful misconduct or breach of this Agreement. Seller shall not enter into any settlement without Buyer's prior written consent.

11.0 Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Parts or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.



12.0 Limitation of Liability. No party will in any event be liable to any other party for any indirect, special, consequential or punitive damages arising out of any breach or otherwise in respect of this Agreement or the subject matter hereof, except, for the avoidance of doubt, to the extent the indemnification provisions hereunder require an indemnity in respect of such damages which are recoverable by a person not a party to this Agreement against an Indemnitee, it being understood that this provision will not limit or expand the scope or content of such indemnification. Nothing in this Agreement shall exclude or limit Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

13.0 Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Parts under this Agreement or any resale of the Parts by Seller. Seller assumes all responsibility for shipments of Parts requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Parts.

14.0 Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, before Seller's shipment of the Parts, if Seller has not performed or complied with any of this Agreement, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Parts

received and accepted and Services accepted by Buyer prior to the termination.

15.0 Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16.0 Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, 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 "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Clause. This Clause does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

17.0 Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "**Impacted Party**") failure

or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine restrictions, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) consecutive days following written notice given by it under this Clause, the other party may thereafter terminate this Agreement upon three (3) days' written notice to the Impacted Party.

18.0 Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Clause shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

19.0 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20.0 No Third-Party Beneficiaries. Except as provided in Clauses 10 and 11, a person who is not party to this Agreement shall have no right under the Contract Rights of Third Parties Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Agreement. The parties to this Agreement shall not require the consent of any third party to amend, vary or revoke any clause of this Agreement, including this Clause 20.

21.0 Governing Law.

21.1 This Agreement and all non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.

21.2 The courts of England have non-exclusive jurisdiction to settle any dispute, suit, action or proceeding arising out of, or in connection with, this Agreement (including a dispute regarding the existence, validity or termination of these Terms) (a "**Dispute**")

21.3 Seller agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly Seller irrevocably submits to the exclusive jurisdiction of such courts.

21.4 Without prejudice to any other mode of service allowed under any relevant law, Seller shall provide an agent for Service in England and Wales as its agent for service of process in relation to any proceedings

before the English courts in connection with this Agreement and agrees that failure by a process agent to notify Seller of the process will not invalidate the proceedings concerned.

21.5 To the extent applicable, The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any amendment or successor thereto shall not apply to this Agreement.

22.0 Arbitration.

22.1 Subject to Clause 22, at Buyer's sole election, any Dispute may be referred to and finally resolved by arbitration under the Arbitration Rules (the "**Rules**") of the London Court of International Arbitration.

22.2 The arbitral tribunal shall consist of one arbitrator. The seat of arbitration shall be London, England and the language of the arbitration shall be English.

22.3 Save as provided in Clause 22.4, the parties exclude the jurisdiction of the courts under Sections 45 and 69 of the Arbitration Act 1996.

22.4 Buyer may by notice in writing to the Seller require that all Disputes or a specific Dispute be heard by a court of law. If the Buyer gives such notice, the Dispute to which that notice refers shall be determined in accordance with Clause.

22.5 This Clause 22 is for the benefit of the Buyer only. As a result, Buyer shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Buyer may take concurrent proceedings in any number of jurisdictions.

23.0 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Clause.

24.0 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25.0 Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

26.0 Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.