

PRESTIGE AERO SERVICES

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

Effective Date: October 21, 2026 **Version:** 1.0

Applicability: All Purchase Orders Issued by Prestige Aero Services

1. Scope and Applicability

These General Purchase Order Terms and Conditions ("Terms") apply to every Purchase Order ("PO") issued by Prestige Aero Services ("Buyer") to any vendor, supplier, manufacturer, distributor, contractor, or service provider ("Vendor"), whether domestic or international. These Terms govern purchases of aircraft parts, components, equipment, test benches, tooling, machinery, materials, supplies, repairs, and services, unless a separate written agreement signed by Buyer expressly supersedes them. These Terms are incorporated into each PO that expressly references them and identifies the applicable version.

2. Acceptance of Purchase Orders

Buyer's offer is expressly limited to the terms stated in the PO and these incorporated Terms. Vendor's written acknowledgment, commencement of work, acceptance of an advance payment, shipment, or other performance constitutes acceptance to the extent permitted by applicable law. Buyer expressly objects to additional or conflicting terms appearing in Vendor quotations, invoices, acknowledgments, or other documents. No such terms shall bind Buyer without Buyer's express written agreement.

3. Delivery Requirements

TIME IS OF THE ESSENCE. Vendor shall deliver all goods or complete all services by the delivery date specified in the PO. Delivery dates may not be extended without Buyer's prior written approval. Vendor shall immediately notify Buyer of any actual or anticipated delay. Such notification shall not excuse performance or automatically extend the delivery deadline.

4. Failure to Deliver

Failure to deliver goods or complete services by the agreed deadline constitutes a material breach, subject to any applicable statutory requirements. Upon Vendor's default, Buyer may exercise any available remedies, including canceling all or part of the PO; demanding repayment of deposits and advance payments; purchasing replacement goods or services from another supplier; recovering legally available damages; and pursuing legal action to enforce the agreement.

5. Deposits and Advance Payments

Any deposit, partial payment, or advance payment shall be credited toward the applicable PO. If Vendor fails to perform and Buyer validly terminates the PO for Vendor default, all advance payments attributable to undelivered goods or unperformed services shall be refundable. Vendor shall issue the required refund within five (5) business days following Buyer's written demand. Vendor shall not impose cancellation charges, restocking fees, administrative deductions, or unauthorized offsets against such refunds.

6. Interest on Unpaid Refunds

If Vendor fails to refund amounts owed within the required period, the outstanding balance shall accrue simple interest at eighteen percent (18%) per annum or the maximum legally permissible rate, whichever is lower. Interest shall accrue from the date repayment becomes due until the outstanding balance is paid in full. Buyer may also seek applicable prejudgment and postjudgment interest, without unlawful duplication of interest.

7. Attorney Fees and Collection Expenses

If Vendor's breach requires Buyer to retain legal counsel, initiate litigation, pursue collection, or enforce its contractual rights, Vendor shall be responsible for reasonable and legally recoverable enforcement expenses arising from that breach. These expenses may include attorney fees, court costs, filing fees, investigation expenses, expert fees, collection expenses, and judgment-enforcement costs. In litigation or other proceedings, recovery of attorney fees and costs shall be subject to applicable law, including any prevailing-party requirements.

8. Damages and Replacement Costs

Vendor shall be liable for recoverable damages directly resulting from its breach, including reasonable substitute procurement costs, additional freight expenses, inspection expenses, and other documented losses. Buyer reserves all remedies available under applicable contract law and the Uniform Commercial Code, including incidental and consequential damages where legally recoverable.

9. Inspection and Acceptance

All goods and services are subject to Buyer's inspection and acceptance. Payment, delivery, or receipt shall not automatically constitute final acceptance or waive Buyer's rights concerning nonconforming goods. Buyer may reject nonconforming goods and seek available repair, replacement, refund, or other remedies.

10. Quality, Documentation and Traceability

All delivered goods shall conform to the applicable PO specifications, manufacturer requirements, and contractual quality standards. When required by the PO, Vendor shall provide applicable certificates of conformity, traceability records, FAA Form 8130-3, EASA Form 1, test reports, and other supporting documentation. Vendor shall not provide counterfeit, misrepresented, or unapproved parts.

11. Unauthorized Substitutions

No substitutions of part numbers, manufacturers, equipment models, materials, or specifications are permitted without Buyer's prior written approval.

12. Vendor Representations

Vendor warrants that information provided regarding inventory availability, manufacturing status, condition, delivery readiness, and shipment status is accurate in all material respects. Knowingly false or misleading representations constitute grounds for contractual remedies.

13. Termination for Default

Buyer may terminate a PO for Vendor's material breach, subject to any mandatory notice or opportunity-to-cure requirements. Termination shall not extinguish accrued obligations concerning refunds, interest, recoverable damages, or enforcement costs.

14. Governing Law and Venue

These Terms shall be governed by Florida law, excluding its conflict-of-law principles. Subject to applicable law, disputes shall be brought exclusively in the appropriate state or federal courts located in or serving Miami-Dade County, Florida. Vendor consents to personal jurisdiction in those courts to the extent legally permitted.

15. No Waiver

Buyer's delay or failure to exercise a right shall not constitute a waiver. Any waiver must be expressly documented in writing.

16. Website Publication and Version Control

The applicable version of these Terms shall be the version expressly incorporated into the PO at the time the PO is issued, unless the parties subsequently agree otherwise in writing. Buyer may revise the Terms published on its website for future POs. Website revisions shall not retroactively modify existing contracts without legally effective agreement.

17. Severability

If any provision is determined unenforceable, the remaining provisions shall remain effective to the extent permitted by law.

18. Entire Agreement

The PO, its incorporated Terms, and any expressly incorporated attachments constitute the parties' agreement, except to the extent superseded by a separately executed written contract. Amendments require the written agreement of authorized representatives of both parties.

PRESTIGE AERO SERVICES - Purchasing Department

GENERAL PURCHASE ORDER TERMS AND CONDITIONS - VERSION 1.0

APPENDIX A - LANGUAGE FOR EVERY PURCHASE ORDER

PURCHASE ORDER TERMS AND CONDITIONS

THIS PURCHASE ORDER IS SUBJECT TO PRESTIGE AERO SERVICES GENERAL PURCHASE ORDER TERMS AND CONDITIONS, VERSION 1.0, EFFECTIVE OCTOBER 21, 2026, AVAILABLE AT: **[INSERT WEBSITE TERMS AND CONDITIONS URL]**

ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. BY ACKNOWLEDGING THIS ORDER, ACCEPTING PAYMENT, OR COMMENCING PERFORMANCE, VENDOR AGREES TO THE INCORPORATED TERMS TO THE EXTENT PERMITTED BY APPLICABLE LAW.

TIME IS OF THE ESSENCE. FAILURE TO DELIVER MAY RESULT IN ORDER CANCELLATION, REFUND OF ADVANCE PAYMENTS, CONTRACTUAL INTEREST, RECOVERABLE DAMAGES, AND LEGAL ENFORCEMENT COSTS.

Implementation note: This draft should be reviewed by Florida commercial counsel before publication or use, especially provisions concerning interest, fees, remedies, and incorporation by reference.