



## Terms and Conditions of Sale

1. **Agreement.** The sale by Seller to Customer of aircraft components or parts thereof (individually, an Item and collectively, the Component) under a Sales Order (as defined below) will be governed exclusively by these Standard Terms and Conditions (STC). The Sales Order and these Terms will form a contract and are hereinafter referred to collectively as the Contract. Seller and Customer may be referred to individually as a Party and collectively as the Parties.
2. **Order Confirmation.** Except as provided below, Customer's purchase order is subject to written acceptance by Seller, evidenced by Seller's issuance (including by electronic transmission) of a sales order, acknowledgment, confirmation, or other expression of Seller's acceptance (a Sales Order). Seller reserves the right to accept purchase orders by performance in lieu of a Sales Order, in which event Seller will be deemed to have issued a Sales Order.
3. **Order Acceptance.** THE ACCEPTANCE OF ALL ORDERS AND ALL SALES BY SELLER ARE MADE SUBJECT TO AND EXPRESSLY CONDITIONAL UPON THESE TERMS AND CONDITIONS. ANY OF BUYER'S TERMS AND CONDITIONS OR FAR/ DFAR FLOWDOWNS WHICH ARE DIFFERENT FROM OR IN ADDITION TO THOSE CONTAINED HEREIN ARE HEREBY OBJECTED TO AND SHALL BE OF NO EFFECT UNLESS SPECIFICALLY AGREED TO IN WRITING. Orders are deemed accepted upon receipt of Seller's formal purchase order acknowledgement.
4. **Pricing and Payment.** All payments must be in United States Dollars. Unless otherwise agreed in writing, all balances are due upon placement of purchase order(s) prior to shipment of Component when Seller submits an invoice to Customer. Net payment terms may be considered at the discretion of the Seller and not exceed thirty (30) days from the date of Seller's invoice to Customer if credit terms are approved. If thirty (30) day payment terms are not approved, payment is due prior to shipment of goods. All past due amounts will bear interest at a rate of one and one half percent (1½%) per month or the maximum amount permitted by law from the due date until paid in full. Customer agrees to pay all costs of collection, including attorney's fees. Customer waives any right to set off amounts against any amount owed by Seller to Customer. Seller reserves a purchase money security interest in all Component sold and proceeds thereof until payment in full for such Component. Seller may file a financing statement or other documentation to evidence or perfect Seller's interest in the Component in any appropriate jurisdiction, and Customer agrees to execute and cooperate with recordation of such documentation as may be reasonably requested by Seller. The purchase price of the Component does not include any taxes, and Customer is responsible for payment of all taxes (excluding taxes on Seller's income), whether or not invoiced by Seller.
5. **Delivery, Inspection, and Return.** Customer acknowledges that any delivery dates provided by Seller are estimates and do not represent a firm delivery commitment. Unless otherwise agreed in writing, delivery terms will be F.O.B. Seller's facility or such other facility as Seller may designate (Seller's Facility), and where the Component is for export, FCA (Incoterms 2020) Seller's Facility. Transportation from Seller's Facility will be at Customer's risk, cost, and expense. Except for any Component timely returned for nonconformance, any return of Component must be requested by written notice within thirty (30) days from the invoice date, and Seller may elect in its sole discretion to accept or reject such return. If Seller authorizes a return, Customer must deliver such Component to Seller within thirty (30) days from the date of Seller's authorization in the original condition in which sold to Customer and with



the original paperwork provided to Customer. Such returned Component must be delivered F.O.B Seller's Facility, or if originally sold for export, DDP (Incoterms 2020) Seller's Facility.

6. **Delay in Delivery.** Seller will not be liable for any delay in performance due to causes beyond Seller's control, including, but not limited to, delays or refusals to grant export or import licenses or the suspension or revocation thereof, and any other acts or omissions of government; fires, floods, severe weather, and any other acts of God; quarantines, labor strikes, riots, insurrection, acts of criminals or terrorists, and war; and material shortages and delays in delivery by third parties. In the event of any such delay, the delivery date will be extended as reasonably necessary to compensate for such delay.
7. **Warranty of Title.** Seller will convey good and marketable title to the Component sold to Customer on the date of physical delivery thereof.
8. **Disclaimer of Warranties.** OTHER THAN THE WARRANTY OF TITLE GRANTED HEREIN, NO WARRANTY IS PROVIDED BY SELLER WITH RESPECT TO COMPONENT SOLD HEREUNDER, AND EACH ITEM IS SOLD TO CUSTOMER IN "AS IS" CONDITION. CUSTOMER HEREBY WAIVES AND RELEASES SELLER FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, OBLIGATIONS, DUTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPONENT, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Upon Customer's written request, Seller will assign to Customer any warranties of Seller's suppliers with respect to the Component, to the extent assignable, and will cooperate as reasonably requested by Customer to facilitate enforcement thereof.
9. **Limitation of Liability.** SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), ARISING FROM, CONNECTED WITH, OR RESULTING FROM COMPONENT SOLD HEREUNDER, OR SELLER'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF USE OR DAMAGE TO ANY ENGINE, AIRCRAFT, OR ANY OTHER PROPERTY WHATSOEVER, (A) SHALL NOT EXCEED THE INVOICE AMOUNT FOR THE COMPONENT GIVING RISE TO SUCH CLAIM, AND (B) SHALL BE SUBJECT TO THE CONDITION THAT CUSTOMER HAS PROVIDED WRITTEN NOTICE TO SELLER OF THE CLAIM WITHIN THIRTY (30) DAYS FROM THE DATE OF OCCURRENCE. SELLER WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS, OR OTHER INDIRECT, INCIDENTAL, RESULTANT, OR CONSEQUENTIAL, PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF THIRD PARTIES, WHETHER BASED ON LAWS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE LIABILITY).
10. **Indemnity.** Customer hereby agrees to indemnify, defend, save and hold harmless Seller, any consignor from whom Seller acquired the Component, their respective affiliates, and all of their respective officers, directors, employees, agents, successors and assigns (collectively, the Seller Indemnitees), against all responsibilities, losses, liabilities, claims, demands, suits, judgments, damages, costs, and expenses resulting or arising (directly or indirectly) from property damage or injury to or death of any person and any other damages which relate to or arise out of the use, operation, repair, maintenance, or disposition of the Component, whether arising from breach of contract or tort (including negligence and strict liability); provided, however, Customer will not be required to indemnify any Seller Indemnitee for claims or liabilities to the extent arising from the gross negligence or willful misconduct of such Seller Indemnitee.



11. **Customer Insurance.** Customer will carry and maintain in full force and effect third-party liability insurance of the same types and in similar amounts as ordinarily carried by other companies engaged in the same industry and similar business operations as Customer. Such policies of insurance will provide for contractual liability cover as necessary to insure Customer's indemnities hereunder, and will include waivers of subrogation by the insurers for the benefit of the Seller Indemnitees to the extent of the indemnities of Customer set forth in Section 9 hereof. Customer will provide Seller certificates of insurance and endorsements upon Seller's request.
12. **Export Compliance.** Customer understands that the Component is subject to export controls under the laws of the United States or any other country from which shipment may be made, including but not limited to the Export Control Act 2002 of the United Kingdom, European Union Council Regulation 428/2009, and the following laws and regulations of the United States: (a) U.S. export regulations governing the export, transfer, or re-export of U.S. manufactured products, and products containing U.S. components, software, or technology as set forth in the U.S. Export Administration Regulations (EAR), 15 C.F.R. §§ 734, 736; (b) U.S. export regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Asset Control Regulations (FACR), 31 C.F.R. §§ 500 et seq.; and (c) the International Traffic in Arms Regulations, 22 C.F.R. §§ 120 et seq. Customer will not export or re-export any Component in violation of the export laws of the United States or any other applicable jurisdiction. Seller may cancel the Contract if Customer fails to provide any import and export documents requested by Seller, or if Seller has reason to believe that Customer will not otherwise comply with the requirements herein.
13. **Governing Law; Venue.** All matters arising under the Contract or in connection with the Component will be governed by and construed in accordance with the laws of the State of New Jersey, USA. Customer hereby irrevocably consents to the non-exclusive jurisdiction of the United States federal or New Jersey state courts, and agrees to pay all costs and expenses, including reasonable attorney's fees incurred by Seller in any action to enforce its rights hereunder. Customer hereby waives (a) the right to jury trial in any proceedings, (b) any objections to venue and inconvenient forum in the state and federal courts referred to in this section, and (c) any objections to service of process by certified or registered mail. The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.
14. **Changes.** Seller may revise these Terms and Conditions at any time and without any prior notice to Buyer, and such revised versions will be posted at [www.LMJ-Aero.com](http://www.LMJ-Aero.com). It is Buyer's sole responsibility to access the Terms and Conditions periodically to verify the revision status.
15. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, 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 the Agreement is confidential, solely for the use of performing the Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation hereof. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) obtained by Seller on a nonconfidential basis from a third party who was not under an obligation of confidentiality.
16. **Miscellaneous.** The invalidity, in whole or in part, of any provision herein, shall not affect the validity of any other provision herein. Any representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver or other change in these terms and conditions shall be binding on Seller unless assented to in writing by its authorized representative.