



TERMS AND CONDITIONS

Unless otherwise specifically agreed to in writing and signed by an authorized employee of Southwest Aerospace Technologies, the following terms and conditions of sale shall apply resulting from Southwest Aerospace Technologies, acceptance of Buyer's order. Any different or additional terms and conditions of sale set forth herein shall be conclusively presumed from Buyer's failure to reasonably object hereto in writing and from Buyer's acceptance of all or part of the products ordered. Southwest Aerospace Technologies, terms and conditions of sale represent the entire sales agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this sales agreement, whether verbal or written, are excluded.

1. PRICES. All quotations are made for immediate acceptance and are subject to change without notice. Prices are F.O.B. Southwest Aerospace Technologies, point of shipment unless otherwise specified and are subject to change without notice. Prices are stated in U.S. dollars, are exclusive of sales, use, excise or similar taxes and are subject to any price adjustment necessitated by Southwest Aerospace Technologies, compliance with any act of government. Any tax or other governmental charge upon the production, sale, shipment or use of the product that Southwest Aerospace Technologies, is required to pay or collect from Buyer shall be paid by Buyer to Southwest Aerospace Technologies, unless Buyer furnishes Southwest Aerospace Technologies, with a tax exemption certificate acceptable to the appropriate taxing authority. Such changes as may occur in tariffs, freight rates or transportation charges used in determining delivered prices after sale and on prior to dates of shipment will be for the account of Buyer.

2. PAYMENT. Unless Southwest Aerospace Technologies, Director of Credit and Collections has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents for the products, payment terms are net 30 days in U.S. currency. Southwest Aerospace Technologies reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, Southwest Aerospace Technologies, may defer further shipment to Buyer or cancel the unshipped portion of Buyer's order. Buyer agrees to pay interest on all past due invoices at the highest contractual rate allowable under the laws of the State of Texas. Customer agrees to pay a service charge of 1.5% per month or the max



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allowed by law, whichever is lower, on any past due balance carried over to a subsequent month and if the account is placed for collection, agrees to pay all costs of collection, including reasonable attorney fees. All sales final after 15 days of transaction. Buyer agrees to pay \$20/day storage fee once Southwest Aerospace Technologies alerts that a unit is ready to ship if the Buyer fails to provide shipping details and/or payment for prepayment terms within one full business day of notification that the unit is ready to ship. Storage fees also apply if Buyer negotiates unit remaining at Southwest Aerospace Technologies beyond the notification of readiness to ship.

3. TERMS OF SHIPMENT, ACCEPTANCE. Southwest Aerospace Technologies will ship in accordance with instructions supplied by Buyer, but if Buyer fails to furnish such instructions, Southwest Aerospace Technologies, will select what is, in its opinion, the most satisfactory routing for shipment. If Buyer is to pick up products and has not done so within seven (7) days after notification that they are ready for shipment, Southwest Aerospace Technologies, may ship the products commercial carrier. Title to and risk of loss for the products passes to Buyer upon delivery to carrier. Any prepayment by Southwest Aerospace Technologies, of freight charges shall be as stated in the delivery documents of the products. By accepting products from carrier, Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. End items and/or spare parts shall be packed and packaged in accordance with best commercial practice for one-way shipment by air and/or surface transportation.

4. DATE OF SHIPMENT. Shipping dates are given at the best of Southwest Aerospace Technologies, knowledge based upon conditions existing at the time the order is placed, and information furnished by Buyer. Southwest Aerospace Technologies, will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising therefrom.

5. EXCHANGE FEE/CORE RETURN. Exchange fee is based on a good repairable unit. In the event the exchanged item exceeds normal overhaul, a supplemental invoice will be sent covering additional charges. If unit is deemed not repairable, customer will pay full replacement price. All sales final after 15 days of transaction and core return due within 15 days. A core



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returned past the 15-day limit is subject to a \$500 initial charge and \$100 per calendar day thereafter.

6. CANCELLATION OF ORDER BY BUYER: RETURN OF PRODUCTS FOR CREDIT.

Buyer's order may not be modified or rescinded except in writing signed by Southwest Aerospace Technologies, and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Southwest Aerospace Technologies, and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit. In any circumstance, Southwest Aerospace Technologies, written consent must be given in advance of Buyer's return of products for credit. Cancellations MUST be in written form and approved by Southwest Aerospace Technologies. There will be a 20% restocking charge on returned parts. Returned parts must be in original container. Original 8130 tags (if applicable) must be returned with parts.

7. FORCE MAJEURE. Southwest Aerospace Technologies, shall not be liable for any failure to perform its obligations under this sales agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Southwest Aerospace Technologies' reasonable control. All sales shall be subject to the export and munitions control laws of the United States. Buyer shall not make any dispositions, re-exports or diversion of U.S. original products purchased from Southwest Aerospace Technologies, except as said laws may expressly permit.

8. DISCLAIMER OF ANY WARRANTY. BUYER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM SOUTHWEST AEROSPACE TECHNOLOGIES, IN SOUTHWEST AEROSPACE TECHNOLOGIES'S CAPACITY AS A DISTRIBUTOR OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. BUYER ACKNOWLEDGES THAT IT WILL SOLELY ABIDE BY THE WARRANTY(S), IF ANY, PROVIDED BY THE MANUFACTURER AND THAT SOUTHWEST AEROSPACE TECHNOLOGIES, MAKES NO WARRANTIES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT



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BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS OR PARTICULAR PURPOSE CONCERNING SUCH PRODUCTS.

Seller's warranty shall be void and of no effect if: 1) Buyer alters, modifies or repairs the part/component; 2) Buyer uses the part/component in a manner not intended by Seller (i.e. testing, troubleshooting, etc.) or in a manner not disclosed by Buyer prior to completed transaction; or 3) the breach resulted from the actions or omissions by another party or misuse of the parts/components. Any use falling into these categories causes the warranty to be void and deems the part/component ineligible for return or refund.

9. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY. In the event Buyer claims that Southwest Aerospace Technologies, has breached any of its obligations under these Terms and Conditions of sale, Southwest Aerospace Technologies, may request the return of the products and tender to Buyer the purchase price therefore paid by Buyer and, in such event, Southwest Aerospace Technologies, shall have no further obligations under the sales agreement except to refund such purchase price upon redelivery of the products. If Southwest Aerospace Technologies, so requests the return of the products, the products shall be redelivered to Southwest Aerospace Technologies, in accordance with Southwest Aerospace Technologies, instructions at Southwest Aerospace Technologies, expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SOUTHWEST AEROSPACE TECHNOLOGIES, FOR BREACH OF ANY OF SOUTHWEST AEROSPACE TECHNOLOGIES'S OBLIGATIONS UNDER THE SALES AGREEMENT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE, IN NO EVENT SHALL SOUTHWEST AEROSPACE TECHNOLOGIES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL SOUTHWEST AEROSPACE TECHNOLOGIES'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS SALES AGREEMENT OR THE MANUFACTURE,



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SALES DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.

10. GOVERNING LAW, VENUE LIMITATION OF ACTIONS. This sales agreement shall be performed in the state of Texas and shall be governed by the Uniform Commercial Code as adopted in the State of Texas, as effective amid enforce on the date hereof. Whenever a term defined by said Uniform Commercial Code is used therein the definition contained in the Uniform Commercial Code is to control. No action for breach of sale, this sales agreement or any covenant or warranty arising therefrom, shall be brought more than one year after the cause of action has occurred.

11. TERMS AND CONDITIONS OF PURCHASE

By accepting this order, the vendor agrees to the following terms and conditions: a) Vendor shall notify Southwest Aerospace Technologies, of any nonconforming conditions that affect the products in question, including products that have previously been delivered; b) Vendor shall notify Southwest Aerospace Technologies, of any changes to the product that alter its condition and current documentation; c) Southwest Aerospace Technologies our customers, and all applicable regulatory authorities do have access to the vendor's facility to review processes and documentation associated with this order with prior notification (this includes vendor suppliers if any outsourcing was performed); d) Products will be accompanied by appropriate conformance documentation including but not limited to certificate of conformance, test reports, air worthiness documents (Form 8130), etc.; e) All Suppliers performing repair or refurbishing of parts must be an accredited FAA Repair Station. f) Vendor will maintain all records associated with certifying product conformance for no less than 2 years, regardless of if copies were provided to Southwest Aerospace Technologies, with the products.

12. PROHIBITIONS ON DOING BUSINESS WITH RUSSIA ET AL

All entities doing business with Southwest Aerospace Technologies certify that, as long as the applicable laws are in effect, no parts purchased from or tagged by Southwest Aerospace Technologies will be exported:



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- a. To the country of Russia or to any other region subject to comprehensive economic embargoes (currently including, but not limited to Belarus, Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk or Luhansk regions of Ukraine);
- b. For incorporation into or for use in connection with any aircraft where Company knows or has reason to know the aircraft will be flown to or from Russia, or within Russia;
- c. For incorporation into or for use in connection with any aircraft that is, directly or indirectly, owned (in whole or in part) or controlled by, or chartered or leased to or otherwise used by an entity in Russia or a Russian national;
- d. To a person on any sanctions list of Canada, the U.S., U.K., U.N., E.U. or of any other applicable jurisdiction, including but not limited to the Consolidated Canadian Autonomous Sanctions List, the U.S. Government's Consolidated Screening List (including the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List, the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List, and the U.S. Department of State's Debarred Parties List), the U.K. Office of Financial Sanctions Implementation, the Consolidated List of Financial Sanctions Targets in the U.K., the U.N. Security Council Consolidated List, the E.U. Consolidated Financial Sanctions List, as amended from time to time, or other restricted party lists under Applicable Laws ("Sanctioned Person"), or to any individual or entity that is directly or indirectly owned or controlled by a Sanctioned Person; or
- e. In any other manner which shall cause Southwest Aerospace Technologies to be in violation of the laws or regulations of any applicable jurisdiction.

A "Russian national" means any natural person who is a citizen of the Russian Federation, regardless of whether that natural person may hold citizenship of another country, and regardless of whether that natural person holds a Russian passport.

I certify to immediately inform Southwest Aerospace Technologies should the statements made above, or information provided herein, cease to be



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true based on new circumstances or changes to Applicable Laws identifying new sanctioned persons or entities.

By doing business with Southwest Aerospace Technologies, you certify that you are an officer or representative duly authorized by the entity or entities and submit that the entity or entities is/are following the applicable laws to the best of your knowledge and belief.

Should Southwest Aerospace Technologies have reason to believe that any of the statements above, or information provided herein, cease to be true, you acknowledge and agree that Southwest Aerospace Technologies may cease to do business with the entity/entities represented.

All claims relating to or arising out of it, shall be governed, construed, and enforced in all respects in accordance with the laws of the State of Texas. You hereby irrevocably waive your right to a jury trial of any claim or cause of action arising out of this certification or any related documents and any dealings between us relating to this certification or any related certification.