

AOne Parts & Logistics, LLC
Terms and Conditions of Sale

1. **Order.** Buyer's order ("Order") shall be subject to and governed solely by these Standard Commercial Terms and Conditions ("Terms and Conditions"). Except as expressly provided in section 9, any terms or conditions set forth on any documents or terms used by Buyer, including but not limited to pre-printed terms and conditions on purchase order documents, and any communications (written or oral) between the parties that are inconsistent with, or are not included within, the Terms and Conditions contained herein, shall be of no force or effect unless signed by an authorized representative of AOne Parts & Logistics, LLC ("Seller").
2. **Order Acceptance.** Acceptance of the Order shall be indicated by the written acknowledgment or electronic acknowledgment of Seller's authorized representative. Seller shall not be obligated to accept any Order. Seller's acceptance of an Order is given only on the express understanding and condition that only these Terms and Conditions shall govern and establish any rights and obligations of the parties with respect to the material, parts, equipment or items ("Goods") to be delivered. Seller's failure to object to provisions contained in any document or communication from Buyer shall not be deemed a waiver of the application of these Terms and Conditions.
3. **Delivery.** Seller will deliver the Goods covered by the Order FCA (Incoterms 2010) to Buyer's carrier at the facility designated by Seller. Title and risk of loss shall pass to Buyer upon delivery. In the event delivery is delayed due to actions or omissions of Buyer, Seller may, in its discretion, charge reasonable storage fees.
4. **Export Controls.** Performance hereunder is subject to the receipt of any necessary governmental export or import license, permit or similar authorization under all applicable export, import and customs laws, including U.S. export, import and customs laws affecting the goods and any associated technical data provided hereunder. No U.S. International Traffic in Arms Regulations controlled goods, services or technical data shall be provided to Seller without its prior written consent. Notwithstanding any other provision, Seller shall have no liability (including no obligation to provide substitute goods or services or technical data), nor shall it be in breach, if for any reason any government agency does not permit, fails to issue or renew or cancels any permit or delays in issuing or renewing any permit affecting any Goods or any associated technical data provided hereunder.
5. **Taxes.** Buyer is responsible for all taxes, duties and other charges of any nature whatsoever, including interest and penalties thereon, arising from the sale, delivery or use of the Goods under the Order, and will reimburse Seller for any such charges Seller may be required to pay directly to any government authority or to a designated facility which performs any services related to the Order.
6. **Material.** All material being returned, regardless of reason, will require the issuance of a return authorization number from Seller prior to the physical return of the material. Issuance of an authorization does not constitute acceptance of the return by Seller. Returns will be reviewed on a case-by-case basis, including warranty returns as provided in section 8. To request an authorization number, please contact Seller at 312-291-5380. Re-stocking charges may apply.
7. **Delivery.** Seller is not responsible for any failure or delay in performance resulting from causes beyond Seller's reasonable control. These may include, but are not limited to, acts of government, court order, civil unrest, sabotage, adverse weather conditions, labor problems and shortage of materials or services. Seller will give timely notice to Buyer of any such event and shall use reasonable efforts to avoid or remove the cause and resume performance with minimum delay. The time for delivery will be extended accordingly.
8. **Warranty.** Seller warrants to Buyer that (a) following performance by Buyer of its obligations hereunder, at time of delivery, Seller will transfer to Buyer good title to the Goods sold hereunder free and clear of all liens and encumbrances (other than any liens or encumbrances arising in the ordinary course of business or created by Buyer), and (b) Goods sold hereunder will be in the condition set forth on the transaction documentation provided, with FAA 8130-3, manufacturer's certificate of conformance, EASA Form One or FAA 145 serviceable tags as applicable. Written notice of any warranty claim must be provided as soon as possible following discover of the basis of the claim, and in any event prior to the first anniversary of the date of sale. For approved warranty claims, Seller will replace goods provided or refund the amount paid, as Seller may elect in its sole discretion. To the extent assignable, Seller hereby assigns to Buyer any warranty provided to Seller by the vendor thereof.

Notwithstanding anything to the contrary, (i) the foregoing warranty is given by Seller and accepted by Buyer in place of all other express, implied or statutory terms, representations, warranties or conditions, in contract or in tort, including without limitation, any warranty or condition of merchantability or fitness for a particular purpose, in connection with any defect, non-conformity to the applicable specification and any patent infringement, and all such other terms, representations, warranties or conditions are hereby expressly disclaimed, and (ii) the only remedy for breach of the warranty is as set out herein. For greater certainty, in no event shall Seller be responsible for any special, incidental or consequential damages arising out of or in connection with either a breach of such warranty or for patent infringement, or any tortious or negligent act or omission by Seller. Special, incidental or consequential damages include, without limitation, economic loss, lost profits, loss of use, loss or damage to any property or person or any other exemplary or punitive or similar damages.

No variation or extension of the foregoing warranty or associated remedies shall be binding unless in writing and signed by a duly authorized representative of Seller. Buyer's acceptance of the foregoing or the making of any claim or receipt of any benefit thereunder, constitutes Buyer's acceptance of all the foregoing terms, conditions and limitations.

In no event shall Seller's liability exceed the price on the face of the Order, whether based in contract, strict liability, fault, tort, or any other right.

AOne Parts & Logistics, LLC
Terms and Conditions of Sale

9. **Terms of Payment.** Payment terms will be set forth on said transaction documents, with CIA= Cash In Advance, COD=Cash On Delivery, Net Open Terms and more determined as applicable per transaction.
10. **Force Majeure.** Seller shall not be liable for any damages resulting from: any delay or failure of performance arising from any cause not reasonably within Seller's control; accidents to, breakdowns or mechanical failure of machinery or equipment, however caused; strikes or other labor troubles, shortage of labor, transportation, raw materials, energy sources, or failure of usual means of supply; fire; flood; war, declared or undeclared; insurrection; riots; acts of God or the public enemy; or priorities, allocations or limitations or other acts required or requested by Federal, State or local governments or any of their sub-divisions, bureaus or agencies. Seller may, at its option, cancel this Agreement or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. Seller shall have the further right to then allocate its available goods between its own uses and its customers in such manner as Seller may consider equitable.
11. **Shipment Discrepancies.** Any shipment discrepancy or receipt or incorrect Goods against the Order must be reported in writing to Seller within thirty (30) days of the date of shipment. Seller shall not be responsible for any discrepancy reported after thirty (30) days.
12. **Termination.** Seller may terminate the Order at any time by written notice to Buyer if Buyer fails to pay any amount when due, or if Buyer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization, or if a receiver, trustee or custodian is appointed to Buyer or a substantial part of Buyer's assets. In addition, Seller may terminate the order if Buyer is in default under the terms of any other agreement or order with Seller or any affiliate of Seller. Upon termination, Seller shall have no further obligation to Buyer under the Order, and Buyer will reimburse Seller's termination costs, including, without limitation, a reasonable allowance for profit as well as material, labor and administrative fees. Buyer shall reimburse Seller for all attorneys' fees and other expenses incurred by Seller in recovering any sums due from Buyer regardless of whether the Order has been terminated or not. Buyer may not terminate the Order, otherwise it is liable for damages caused to Seller as a result of the termination including, without limitation, costs and expenses as well as for the value of the work performed by Seller before termination of the Order including, without limitation, a reasonable allowance for profit.
13. **Assignment.** Any assignment or attempted assignment shall be wholly void, invalid and totally ineffective for all purposes.
14. **Subcontracts.** Seller may subcontract any part of the Order without Buyer's prior written consent.
15. **Choice of law.** This Order shall be governed by the laws of the State of North Carolina, USA, without regard to its conflicts of law principles. The parties specifically disclaim application to this Order of the United Nations Convention on Contracts for the International Sale of Goods.
16. **Language.** The Order, these Terms and Conditions, any document referenced herein or attached hereto, any report, any drawings or other technical information, or any notice or binding communication shall be drafted in English, shall be interpreted in accordance with the plain English meaning of their terms, and shall employ the units of measure customarily used by Seller in the United States.

AOne Parts & Logistics, LLC
Terms and Conditions of Purchase

1. **Order.** This purchase order ("Order") is neither an expression of acceptance of any offer made to AOne Parts & Logistics, LLC ("Buyer") by Vendor nor a confirmation of any contract or agreement between Buyer and Vendor. This Order is an offer to Vendor to contract on the terms set forth herein, and such offer expressly limits acceptance by Vendor to the terms set forth herein, and any additional or different terms proposed by Vendor are specifically rejected, unless expressly agreed to in a subsequent writing signed by an authorized representative of Buyer.
2. **Specification, Certification and Traceability.** The material, parts, equipment or items ("Goods") supplied shall comply with the applicable part numbers and other specifications stipulated on this Order. No substitutes are permitted except with the prior written consent of Buyer. Any Goods subject to Federal Aviation Regulations must have been manufactured in accordance with FAR Part 21 Sub part F, G, K or O and must be certified accordingly. Goods manufactured outside the USA which are to be fitted to a US type certificated product shall be imported into the USA in accordance with FAR part 21 Sub-part N, under a certificate of airworthiness. Goods manufactured outside the United States under EASA or other approved Civil Aviation Authority shall be certified by EASA Form One or approved equivalent Authorized Release Certificate/Airworthiness Approval Tag. All Goods in new, overhauled, modified, repaired or serviceable condition shall be appropriately certified in accordance with FAA, EASA or approved Civil Aviation Authority airworthiness requirements. All Goods shall be traceable in accordance with FAA Advisory Circular 20-62, latest revision. All standard parts shall be accompanied by a certificate from the OEM and distributor stating that the parts fully comply with the applicable published national, international or industry specification stated on this Order.
3. **Packaging.** All Goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with ATA 300. Each container will be marked with applicable Order number and be accompanied by one copy of the shipping papers.
4. **Title and Risk of Loss.** Unless otherwise specified in the Order, risk of loss of the Goods remains with Seller and title will not pass to Buyer until the Goods are delivered to and accepted by Buyer at the Delivery Location.
5. **Termination for Convenience.** At any time and without cause, Buyer will have the right, at its sole discretion, to terminate this Order by written notice to Vendor. In the event of such termination, Vendor will be entitled only to payment for performance through the date of termination. Vendor will mitigate such costs to the extent it is reasonably possible. Buyer's liability under this paragraph will not exceed the aggregate price specified in this Order.
6. **Returns.** Buyer may, in its sole discretion, at any time and from time to time, within sixty (60) days after acceptance of the Goods, return to Vendor any part or all of the Goods and receive full credit on such returns.
7. **Inspection.** All Goods ordered will be subject to inspection and acceptance at destination by Buyer or its authorized representative within a commercially reasonable time.
8. **Delivery.** Seller shall deliver the Goods and/or perform the Services at the delivery point (the "**Deliver Location**"), and on the date(s) specified in this Order (the "Delivery Date"). If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver.
9. **Prices.** Vendor understands and agrees that federal, state, or local taxes, fees, excise and/or charges, which are in existence now or may be imposed on the manufacture and sale of the Goods, are payable by Vendor and may be added to this Order. Vendor represents that the price or prices specified in the PO are current prices and do not exceed the last or current price quoted or charged to any other buyer for the same or substantially similar Goods, taking into account quantity and schedule considerations. Prices are not subject to revision. Unless otherwise specified, the price set forth in this Order will include all charges for Vendor's packing and crating and for cartage to Cost, Insurance, Freight (CIF) Free On Board (FOB) point. Vendor will provide a "Commercial Invoice" for all Goods imported during the performance of this Order to Buyer. This invoice will contain the description, value and country of origin of the merchandise being imported. The Commercial Invoice will be signed by the Vendor, Vendor's shipper or Vendor's agent, as required for Customs entry and will be prepared in accordance with 141.86 of the U.S. Customs Regulations. The Commercial Invoice presented to Customs must contain certain pieces of information in order for Customs and the broker to be able to determine the classification of the merchandise. Any inaccurate or misleading statement of fact in a required document may result in delays in release, detention of Goods, increased review by import specialists or penalties against the importer. Vendor is responsible for and agrees to indemnify Buyer for any and all fines, damages, losses, expenses, attorney fees, court costs, etc., that result from Vendor's failure to comply with the Commercial Invoice requirements.
10. **Invoices and Payment.** A separate invoice will be issued for each shipment. Invoices must be fully itemized and show the Order number, Order line number, date, weights, sizes, quantities, and discounts. The invoice date will not precede the shipment date. Rejections, delays in delivery or delivery in advance of required delivery date, and/or errors in the invoice and/or shipping documentation will be considered just cause for withholding payment without loss of cash discount privilege(s). Payment of an invoice shall be paid in full less any offset or withholdings unless otherwise agreed in writing by Buyer and Vendor. Vendor agrees that Buyer may, at any time and from time to time, set-off, recoup or credit any amounts owed to Vendor hereunder against any amounts owed by Vendor to Buyer or any affiliate of Buyer. For the purposes hereof, affiliate means any parent, subsidiary or entity under common ownership or control with Buyer. Vendor shall issue credit for any warranty claims upheld.

11. Warranties. Vendor warrants that (a) all Goods and services when delivered will be merchantable and free from defects in workmanship and material, will conform strictly to the specifications, drawings, samples, or other description specified herein or furnished herewith, and will be fit for their ordinary intended purposes and any special purpose specified by Buyer; (b) it has good title to the Goods free from all encumbrances and that it will defend such title against demands of all persons whomsoever arising from any event or condition occurring prior to delivery of the Goods; (c) Goods of Vendor's design or production will be free from defects in design or production; and (d) it has all required authority and approvals to sell the Goods to and perform the services for Buyer. All warranties shall run to Buyer, its successors, assigns, and all persons to whom the Goods may be resold. Buyer or its assignee may, at its option, either (i) return defective or nonconforming Goods for credit or refund (without Vendor having any right to furnish conforming Goods), (ii) require payment of related labor and freight cost, (iii) require prompt replacement or correction of the defective or nonconforming Goods, or (iv) have the defective item(s) corrected or replaced at Vendor's expense and deduct the cost thereof from any monies due Vendor. Such Goods will be held for Vendor's instructions and at its risk, or at Buyer's option, will be returned at Vendor's risk. The return to Vendor of any defective or nonconforming Goods and delivery to Buyer of any corrected or replaced Goods will be at Vendor's expense. Buyer's packing sheet, which accompanies Goods returned, will indicate whether Goods are to be corrected, replaced or credited to Buyer. No Goods thus returned will be replaced or corrected by Vendor without Buyer's written instructions. Goods that have been rejected or required to be corrected will not thereafter be tendered for acceptance unless the former rejection or correction requirement is disclosed in writing. The obligations of this paragraph will survive the cancellation, termination, or completion of this Order.

AOne Parts & Logistics, LLC
Terms and Conditions of Purchase

- 12. Indemnity.** Vendor hereby releases and agrees to indemnify, defend and hold harmless Buyer, its officers, directors, employees and agents against all losses, liabilities, damages, costs, and expenses (a) arising from infringement or alleged infringement of any United States or foreign letters patent or any other intellectual property right by the services provided hereunder or by any of the Goods delivered hereunder which were designed or manufactured by Vendor, and Vendor will defend or settle at its own expense any suit or proceeding brought for such infringement; and (b) for deaths of or injuries to any persons whomsoever, and for loss of, damage to, delay in delivery or destruction of any property arising out of or in any way connected with the services performed or Goods sold hereunder, except to the extent such loss is caused solely by Buyer's willful misconduct. Promptly on Buyer's request, Vendor will pay all such losses, liabilities, damages, costs, and expenses and all costs and expenses of any claim, demand, suit, action, proceeding, litigation, or settlement relating thereto.
- 13. Government Regulations Relating to Export.** The Goods and data provided under this Order may be subject to the provision of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; the Arms Export Control Act of 1976 (22 USC 2751-2779) and the International Traffic in Arms Regulation (22 CFR 120-128 and 130) promulgated thereunder; and the Canadian Export and Import Permits Act (RS Chapter 17). Vendor acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to third countries of certain categories of data and Goods, and that licenses from the US Department of State and/or U.S. Department of Commerce and/or Canadian Department of Foreign Affairs and International Trade may be required before such Goods and data can be provided hereunder, and that such licenses may impose further restrictions on use of such Goods and data. Disclosure of such Goods and data to foreign persons is subject to the above regulations regardless if the export occurs in the US or abroad. Vendor agrees to comply with all export regulations applicable to the import, export, and re-export of Goods and/or data. Vendor will indemnify and hold Buyer harmless for any loss, damage, or expense, including lost profit, attorney's fees and court costs, incurred for or as a result of any failure or alleged failure of Vendor to comply with the above referenced laws and regulations. Vendor further agrees to provide appropriate certification to Buyer that the Good(s) procured under this Order are not on the United States Munitions List (USML). Furthermore, as part of Vendor's obligation under this Order, Vendor will, on the first shipment to Buyer, provide the Export Control Classification Number, the Harmonized Tariff Schedule Classification Number, and a Certificate of Origin or a Manufacturers Affidavit for each part to Buyer.
- 14. Taxes.** Unless specified otherwise on the face of the Order, the prices are inclusive of, and seller shall be solely responsible for and pay, all federal, state and local taxes, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax. No sales or use tax shall be added when a valid tax exemption has been provided or indicated on the face of this Order by the Buyer.
- 15. Assignment.** Any assignment or attempted assignment of this Order by Vendor shall be wholly void, invalid and totally ineffective for all purposes.
- 16. Modifications.** No modifications of this Order will be binding on Buyer unless in writing and signed by Buyer or its agent. Usage of trade, course of performance, and course of dealing cannot supplement or modify this Order. Buyer reserves the right to make, and Vendor agrees to accept, reasonable changes to this Order, including changes as to packing, testing, destinations, specifications, designs, and delivery schedules, but changes will be authorized only by Buyer's written instructions. If such instructions affect delivery or price, Vendor will notify Buyer immediately, and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to this Order. Buyer's (a) failure to insist on strict performance of any term or condition hereof; or (b) failure or delay to exercise any right or remedy provided herein or by law or properly to notify Vendor in the event of breach; or (c) acceptance of or payment for Goods hereunder; or (d) approval of any design will not release Vendor from any of the warranties or obligations of this Order and will not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or of any of its rights or remedies as to any prior or subsequent default hereunder; nor will any purported oral modification or rescission of this Order by Buyer operate as a waiver of any term or condition hereof.
- 17. Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("**Force Majeure Event**"). *Force Majeure* Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered *Force Majeure* Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Buyer may terminate this Order immediately by giving written notice to Seller
- 18. General.** If there is an express conflict between the terms of this Order and the provisions of any current written agreement between Vendor and Buyer also intended expressly to apply to the Goods and/or services ordered herein, those provisions will control only for those Goods and services contemplated both by this Order and the agreement. In filling this Order, Vendor and its subcontractors will comply with all applicable federal, state and local laws and rules and regulations and shall furnish evidence of such compliance as required by Buyer. Nothing in this Order or any acceptance hereof will constitute Vendor or any of its officers, directors, or employees as Buyer's agent, legal representative, or employee.
- 19. Choice of Law.** This Order shall be governed by the laws of the State of North Carolina, USA, without regard to its conflicts of law principles. The parties specifically disclaim application to this Order of the United Nations Convention on Contracts for the International Sale of Goods.
- 20. Language.** The Order, these terms and conditions, any document referenced herein or attached hereto, any report, any drawings or other technical information, or any notice or binding communication shall be drafted in English, shall be interpreted in accordance with the plain English meaning of their terms, and shall employ the units of measure customarily used by Vendor in the United States.