

ComAv Asset Management, LLC TERMS AND CONDITIONS OF SALE

Unless otherwise provided in a separate written agreement between the parties or in an attachment hereto or in an amendment or supplement hereto signed by ComAv Asset Management, LLC ("CAM"), the following terms and conditions apply to all sales by CAM to the customer ("Customer") of goods, materials or products (the "Products").

1. DELIVERY. Delivery of the Products shall be made FCA (IncoTerms 2010) the facility of CAM from which shipment is made to Customer, unless otherwise specified in CAM's invoice. Subject to Section 9, title to each Product and risk of loss shall pass to Customer upon delivery of the Product in accordance with the referenced IncoTerms. In the absence of written instructions from Customer regarding the carrier to be used, CAM shall select the carrier, but the carrier shall not be the agent of CAM and CAM shall have no liability for any damage or delay incurred during the shipment to Customer. Any delivery dates or turn times quoted by CAM or its agents are approximate estimates only. Subject to Section 6, CAM shall transfer good title to the Products to Customer, free and clear of any liens and encumbrances. However, CAM makes no warranty or representation regarding, and shall have no liability to Customer or any other party for, any infringement of patent, trade secret, trademark or similar proprietary rights of any third party resulting from the possession, use or ownership of the Products. CAM shall be entitled to refuse to make or delay any shipments of the Products if Customer shall fail to provide information required by CAM to fill Customer's order or shall fail to pay when due any payment owed by it to CAM, whether under this or any other contract between CAM and Customer.

2. PAYMENT TERMS. The full net amount of CAM's invoice, without any further discount, is due and payable in cash, in U.S. dollars, within thirty (30) days from the date of the invoice, unless explicitly stated otherwise on CAM's invoice. If any payment is not received by CAM within such thirty (30) day period, in addition to any other available remedies, Customer agrees to pay to CAM an amount equal to interest on the unpaid balance that would accrue at the lower of the rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by applicable laws from the 31st day after the date of the invoice and continuing until full payment is received.

3. TAXES AND SPECIAL CHARGES. Unless expressly stated, CAM's listed prices for the Products do not include, and Customer will pay or reimburse CAM for, any and all duties or sales, use, excise, value added or similar taxes (excluding income taxes of CAM) payable as a result of Customer's purchase or use of the Products. Such prices include charges for normal packaging, but, unless expressly stated, do not include any charges for packing for export outside the United States or other special packing or special handling charges which shall be paid or for which CAM shall be reimbursed by Customer.

4. ACCEPTANCE OF GOODS. All Products shall conclusively be deemed to conform to Customer's order and be accepted by Customer unless rejected in writing due to nonconformity within the applicable time period set forth in Section 5 below. Such acceptance shall be conclusively deemed final, and Customer waives the right to revoke such acceptance for any reason. Notwithstanding anything to the contrary herein, all aircraft-on-ground (AOG) orders are final/no returns.

5. LIMITED WARRANTY. Subject to Section 6, CAM warrants to Customer that each Product delivered to Customer will, at the time of delivery in accordance with Section 1, conform to its general description set forth on CAM's invoice (only as to part number and specified condition of "OH" or "Overhauled;" "SVC" or Serviceable;" "AR" or "As-Removed;" or "As-Is" – as these terms are commonly used in the used aircraft component industry).

All Products are sold strictly without any repairable or other guaranty, unless otherwise expressly stated on CAM's invoice. In the event CAM agrees to a repairable or other guaranty as stated on CAM's invoice, the guaranty shall be strictly limited as stated on CAM's invoice, and any claim by Customer that the guaranty has not been met must be supported by a repair shop inspection report and or other documentation reasonably acceptable to CAM, and all such claims must be made within the time limits established herein for warranty claims.

If any Product does not so conform to the foregoing limited warranty, Customer must notify CAM of the nonconformity in writing and request a Returned Material Authorization ("RMA") within the following applicable period:

No Product may be returned without CAM's issuance of an RMA, and any Product returned pursuant to a CAM-issued RMA must be returned to CAM within thirty (30) days of the RMA issuance. Customer shall promptly return the nonconforming Product to CAM's facility or other designated location using a carrier approved by CAM and in as good condition as it was in when it was at delivery to Customer, and any parts sold in OH or SVC condition must be returned with satisfactory certificates of "non-use" by Customer.

CAM's sole obligation and Customer's exclusive remedy for any breach of CAM's limited warranty will be the replacement or repair of the nonconforming Product; provided, however, if CAM, in its sole discretion, determines that such repair or **Condition of Product Specified on CAM's Invoice Warranty Claim Notification Period**

OH or Overhauled Within 10 days of delivery per Section 1

SVC or Serviceable Within 10 days of delivery per Section 1

AR or As-Removed Within 30 days of delivery per Section 1

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replacement is not commercially reasonable or feasible or such remedy fails of its essential purpose, Customer's exclusive alternate remedy and CAM's sole obligation, will be the return to Customer of the purchase price paid to CAM by the Customer for the Product, in which case the nonconforming Product shall be returned to CAM.

CAM's warranty shall be void if the delivered Product is altered or damaged after delivery from CAM and/or is not properly installed, stored, handled, maintained or used in accordance with the Product's normal usage and any instructions, requirements and/or recommendations provided by CAM or the original equipment manufacturer. CAM does not provide postdelivery

warranties for any specified condition of Products; provided, however, CAM agrees to assign to Customer any and all post-delivery warranties applicable to any Product from any repair vendor or manufacturer, to the extent assignable.

EXCEPT AS SET FORTH IN THIS SECTION 5, THE PRODUCTS ARE SOLD TO CUSTOMER "AS IS," AND CAM MAKES NO WARRANTY, AGREEMENT OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, VALUE OR UTILITY OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CAM AND ITS MEMBERS, DIRECTORS,

EMPLOYEES, AGENTS AND AFFILIATED ENTITIES (INCLUDING ANY PRIOR OWNER OR OPERATOR OF THE MATERIAL, COLLECTIVELY, "RELATED PARTIES") SHALL HAVE NO LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY OF CAM OR ANY RELATED PARTY) OR OTHERWISE FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY RESULTING FROM OR ARISING OUT OF ANY DEFECT IN OR NONCONFORMITY OF THE PRODUCTS. ANY WARRANTIES PROVIDED AS PART OF A SALE SHALL BE VOID IF CAM IS NOT PAID IN FULL FOR THE SALE WITHIN THE PAYMENT TERMS.

6. LIMITATIONS ON LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, IN NO EVENT SHALL CAM OR ANY OF ITS RELATED PARTIES BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOST REVENUES OR PROFITS, LOSS OF USE OF THE PRODUCTS, COSTS OF COVER OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF ANY BREACH BY CAM OR ITS RELATED PARTIES OF THIS AGREEMENT, OTHER OBLIGATIONS OR DUTIES RELATING TO THIS TRANSACTION OR CUSTOMER'S ORDERING, USING, OWNING OR DISPOSING OF THE PRODUCTS, EVEN IF CAM OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF CAM AND ITS RELATED PARTIES TO CUSTOMER AND OTHERS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE RESULTING FROM OR ARISING OUT OF ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S PURCHASE, USE AND DISPOSITION OF ANY ITEM OF THE PRODUCTS SHALL UNDER NO CIRCUMSTANCE EXCEED THE PURCHASE PRICE PAID FOR THE ITEM BY CUSTOMER. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR CUSTOMER'S PURCHASE OF THE PRODUCTS MAY BE BROUGHT AGAINST CAM OR ANY OF ITS RELATED PARTIES MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

7. INDEMNIFICATION. Customer agrees to indemnify and hold harmless CAM and the Related Parties against and from any claims, liabilities, losses, damages or expenses, including (without limitation) attorneys' fees, resulting from or arising out of (i) any breach of any obligation of Customer hereunder and (ii) the ownership, use, possession or transfer of any Product by Customer or any other person after such Product is delivered to Customer in accordance with Section 1.

8. CONFIDENTIAL INFORMATION. Except with CAM's prior written consent, Customer shall not use, duplicate or disclose any trade secret or other confidential information of CAM delivered or disclosed to Customer in connection with Customer's purchase of the Products, except as required within Customer's organization for the normal operation or maintenance of the Products.

9. CAM'S SECURITY INTEREST. To secure the full performance of Customer's obligations hereunder, CAM retains and Customer hereby grants to CAM a first priority purchase money security interest in the Products, including all accessions to and replacements and proceeds of the Products. Customer shall cooperate fully with CAM in executing such documents, including Uniform Commercial Code financing statements and filings under the rules of the Federal Aviation Administration, and effecting the filing and/or recording thereof as CAM may deem necessary for the perfection and protection of such security interest. Customer authorizes CAM to sign any such financing statement or filing as Customer's attorney-in-fact and/or to file a copy of this document as a financing statement (with any appropriate additions to the information set forth herein) and/or any financing statements to evidence CAM's security interests. If Customer defaults in making payments or in its other obligations hereunder, CAM, in addition to its other rights and remedies provided in the California Uniform Commercial Code and otherwise, may enforce its security interest and retake possession of the Products in accordance with applicable laws. It is agreed that five (5) days shall constitute reasonable notice to Customer with respect to the enforcement of such rights and remedies in the event such notice is required by applicable laws. CAM's security interest shall terminate upon full performance of Customer's obligations hereunder.

10. CANCELLATION AND DEFAULT. Customer may not cancel or change its order without CAM's written consent unless CAM's invoice expressly states otherwise. Should Customer wrongfully cancel its order or wrongfully reject or return any Products delivered hereunder, Customer shall be liable to CAM for resulting damages and costs to CAM, including, but not be limited to, costs and expenses incurred by CAM in connection with procuring the Products for and filling Customer's order (including, without limitation, any disassembly, repair or overhaul costs, shipping costs and other similar costs, as applicable). CAM reserves the right to charge a reasonable restocking fee for orders cancelled. If Customer shall default in paying any amounts owed by it hereunder, Customer shall be liable for all costs and expenses, including (without limitation) attorney's fees, incurred by CAM in collecting such amounts. Customer's costs and expenses shall include the time spent by the employees of CAM pursuing the collection of the amount owed, with such time charged at the rate of \$60 per hour to Customer. All rights and remedies of CAM hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other. No failure by CAM to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a ComAv Asset Management, LLC (2017, 8-11) written waiver is signed by an officer of CAM, and CAM's waiver of a breach of this agreement by Customer shall not be deemed to be a waiver of any other breach of the same or any other provision.

11. FORCE MAJEURE. CAM shall in no event be liable for any delays in delivery of the Products, failure to give notice any such delays or any other failure to perform hereunder due to causes beyond the reasonable control of CAM. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers, suppliers, shippers, Customer or civil or military authorities, fires, labor disputes or any other inability of CAM to obtain necessary labor, transportation, materials or supplies.

12. NOTICES TO CAM. Any notice to CAM under this agreement shall be in writing and may be given to CAM only by personal delivery to an officer of CAM or by delivering a copy of such notice, addressed as follows, at CAM's main office at the following address: ComAv Asset Management, LLC, 18499 Phantom West #17 Victorville, CA 92394, Attention: President. CAM may designate a different address for such notices to be given by giving written notice thereof to Customer.

13. GOVERNING LAW, JURISDICTION AND SEVERABILITY. This agreement, and any claims or disputes related to this agreement, will be governed by the laws of the State of California, excluding conflict of law provisions and the U.N. Convention on Contracts for the International Sale of Goods. All actions or proceedings under or relating to this agreement will be resolved in a state, federal or comparable court located in that jurisdiction; provided, however, that in CAM's discretion such an action may be heard in some other place designated by it if necessary to acquire jurisdiction over third persons so that the dispute can be resolved in one action. Customer hereby agrees to appear in any such action, consents to the jurisdiction of

such courts and waives any objections it might have as to venue in any such court. If any provision of this agreement shall be held by a court of competent jurisdiction to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, in the event there is a dispute which involves, in total or in part, nonpayment by Customer of amounts due and owing CAM under this Agreement or otherwise for ninety (90) days or more from the date of the invoice, CAM shall have the right to call for mandatory, binding arbitration in the state of California by providing written notice to Customer, which arbitration is to be held within thirty (30) days of CAM's written notice. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted by an independent arbitrator experienced in disputes involving the commercial sale of goods, provided that each party shall have the right to object to an arbitrator that is affiliated with a competitor of the party. An award of such arbitration may be confirmed in a state or federal court located in California. The successful party in any final arbitration or dispute finally settled in a court under this paragraph shall be responsible for paying the arbitrator's fees and/or entitled to recover reasonable attorneys' fees, as applicable.

14. SUCCESSORS AND ASSIGNMENTS. This agreement shall be binding upon the parties and their respective successors and assigns. However, unless otherwise agreed to in writing by CAM, any assignment of this agreement or any rights or duties hereunder by Customer shall be void. This agreement is not intended to confer rights against CAM to any person other than Customer and its successors and permitted assigns.

15. EXPORT. Customer acknowledges and agrees the export of the Products and/or technical information related to the Products may be restricted by the import and export laws of the United States of America. Customer agrees to comply with all such import and export laws and to cause any party to whom Customer delivers and/or transfers the Products and/or technical information to comply with the same.

16. EXCLUSIVE TERMS AND CONDITIONS. THIS DOCUMENT, TOGETHER WITH ANY AMENDMENT OR SUPPLEMENT HERETO SPECIFICALLY AGREED TO IN WRITING BY CAM, CONTAINS THE ENTIRE AND THE ONLY AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SALE OF THE PRODUCTS AND ANY RELATED SERVICES AND SUPERSEDES ANY ALLEGED RELATED REPRESENTATION, PROMISE OF CONDITION NOT SPECIFICALLY INCORPORATED HEREIN. THE PROVISIONS OF THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED, EXCEPT BY A WRITTEN DOCUMENT SIGNED BY CAM. ANY RESPONSE TO OR CONFIRMATION OF THESE TERMS BY CUSTOMER WHICH STATES DIFFERENT OR ADDITIONAL TERMS WILL BE OPERATIVE AS AN ACCEPTANCE OF THESE TERMS, BUT SUCH DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY CAM. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHER COMMUNICATION, ANY OFFER OF CUSTOMER WAS OR IS ACCEPTED ONLY ON THE CONDITION THAT CUSTOMER ASSENTED OR ASSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. CAM'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM CUSTOMER WILL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

Terms and Conditions for ComAv Asset Management Suppliers

- 1. SUPPLIER NOTIFICATION. (a)** Supplier notification is required in cases of nonconforming product, including arrangements for ComAv Asset Management approval of supplier nonconforming material.
- 2. SUPPLIER NOTIFICATION. (b)** Supplier notification is required for changes in product and/or process definition including, where required, per ComAv Asset Management approval.
- 3. FLOW DOWN OF INFORMATION TO SUB TIER VENDORS.** The supplier will flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics.
- 4. RIGHT OF ENTRY.** Right of Entry shall be granted to ComAv Asset Management, its customers, and regulatory authorities, to all facilities involved with the order and to all applicable records, for the purpose of monitoring product quality.
- 5. RECORD RETENTION.** Records resulting from the processing of this order shall be retained for a minimum of seven (7) years after completion of ComAv Asset Management's customer's contract, or as otherwise required by that customer.
- 6. LOST OR STOLEN PRODUCT.** Supplier responsible for Lost or Damaged Product
- 7. AS9100/AS9120/ISO 9001 Quality Management System or equivalent preferred.**
- 8. PREVENTION OF SUSPECTED UNAPPROVED OR COUNTERFEIT PARTS.** Prevent the use of suspected unapproved, unapproved, and counterfeit parts (see 1.4 and 8.1.5 of the AS9120B / ISO 9001:2015 Standard);
- 9. PRODUCT SAFETY AND ETHICAL BEHAVIOR.** Ensure that persons / employees are aware of: Their contribution to product or service conformity; Their contribution to product safety, and the importance of ethical behavior.