AviaPool
Purchase Terms & Conditions
12 June 2024

1 DEFINITIONS AND INTERPRETATION. The definitions and rules of interpretation set forth below shall apply to the Conditions.

a "Buyer" means the person or entity intending to purchase Goods from the Seller.

b "Conditions" are the standard terms and conditions for the sale of the Goods.

c "Contract" is a written document for the sale and purchase of the Goods. The Contract shall incorporate by reference the Conditions into the document.

d "Incoterms" are the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the day when the Contract is executed.

e "Goods" refers to those items of personal property identified in the Contract and sold to Buyer by Seller.

f "Lead-Time" is the period of time (in Working Business Days) presented in the Price Quote necessary to prepare the goods for collection by the buyer. It commences from the date the Seller provides an Order Acknowledgement to the buyer or the date the payment is received from the buyer when the Seller presents a Proforma Invoice . Working Business Days include Monday through Friday excluding USA and UK Bank Holidays.

g "Seller" is Aviation Tool Pooling LLC, a Delaware limited liability company (and referred to as either Seller or "AviaPool").

h "Price Quote" is the price quotation from Seller for the sale of the Goods to the Buyer.

2 BASIS OF THE SALE.

a Seller shall sell and Buyer shall purchase the Goods in accordance with:
  i any PO issued by Buyer that is accepted by Seller; or
  ii any Price Quote issued by Seller that is accepted by Buyer.

b Any change to the Goods as directed by Buyer (each an "Engineering Change Order"), shall be written, supersede any contrary provision in the PO or Price Quote, be executed by both Seller and Buyer and include the following items:
  i a detailed description of the change;
  ii its Price;
  iii the time the Price is to be paid; and
  iv the revised delivery date of the Goods (if necessary).

c If provisions of documents, PO's/Price Quote's or other written correspondence (that are initiated by either Buyer or Seller) relating to the sale/purchase of the Goods contradict one another, the Conditions shall govern and supersede those contradictory provisions of all other documents, PO's/Price Quote's or other written correspondence unless the parties specifically and in writing agree otherwise.

d Seller reserves the right to provide the Buyer with the latest OEM Revision of the Goods at the same or lesser price than originally quoted without notice. All other revisions to the Conditions require that Buyer is provided at least 15 days prior notice. Buyer may not revise the Conditions.

e In executing a Contract, Buyer acknowledges, agrees and confirms that:
  i it is not relying upon any representations or warranties concerning the Goods not written in the Contract or the Conditions; and
  ii it has satisfied itself as to the fitness for the particular purpose of the Goods.

f Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Seller shall be subject to correction without any liability on the part of Seller.

3 PRICE QUOTATIONS, PURCHASE ORDERS, CANCELLATIONS AND RETURNS.

a The quantity, quality and description of the Goods and any specification for the Goods shall be those set out in Seller’s Price Quote (if accepted by Buyer) or Buyer's Purchase Order (PO) (if accepted by Seller).

b Buyer shall be responsible to Seller for ensuring the accuracy of the terms of each PO and Price Quote (including any applicable specifications) and for giving Seller any necessary information relating to the

Goods within a sufficient time to enable Seller to perform the Contract in accordance with its terms and conditions.

c No PO that has been accepted by Seller (via electronic delivery of either a pro-forma invoice or order acknowledgement from Seller), may be cancelled by Buyer except at Seller's sole and absolute discretion. If Seller agrees to cancel such a PO, Buyer shall pay Seller a restocking fee determined on a case by case basis as a percentage of the sales price.

d Returns are subject to Buyer receiving a Return Material Authorization (RMA) from Seller after notification of desire to return within thirty days of shipment date. Any RMA is valid for thirty days from date presented to buyer from seller. Items not returned within thirty days will not be processed further without a fresh approval. All returns are considered cancellations and are subject to the same terms herewith (section 3c).

4 SHIP POINT, DELIVERY, TITLE AND RISK OF LOSS.

a Each line item under your order will ship from the global region presented on your quotation.

b All product deliveries follow Incoterms rule "Ex Works - EXW" - whereby Buyer bears all risk of transport of goods to their final destination unless otherwise agreed to by Seller and Buyer at time of order placement, in writing, presented on the Seller's Order Acknowledgement/Proforma Invoice. Seller shall assist buyer in the coordination of shipment of the Goods to the destination presented on the Buyer's Purchase Order.

c In addition to the Price, Buyer shall be responsible for all costs of transportation, clearance, transit and other freight (collectively "Freight") from Seller's designated place of availability and issues including export and foreign country import compliance matters involving the Goods.

d Notwithstanding any provision in the Contract or Conditions to the contrary, the delivery lead time of the Goods presented in the Price Quote by Seller is Seller's best estimate at the time the PO is accepted by Seller and may be delayed for events and/or circumstances beyond its reasonable control such as (but not limited to), manufacturer delays and those described or listed in Force Majeure at Condition 10. Seller is not liable for any fees / charges incurred or assessed by the buyer for any goods whether ultimately delivered or not delivered.

e If upon readiness of a customer’s order, no collection or shipping details are provided. A fee will be charged at a rate of $25.00 per day, per item. This charge will take effect if the customer fails to provide sufficient information to have the order shipped within fourteen days from the date the shipping documents are emailed to the customer. Though Aviapool will make a sincere effort to consolidate shipments when possible, it is solely at the discretion of Aviapool. Otherwise each item ordered may be required to ship individually.

f Title to the Goods and risk of loss shall pass from Seller to Buyer when the Goods are loaded by the common carrier for shipment to Buyer's Facility. The physical loading of the Goods by the common carrier shall constitute Seller's "delivery" of the Goods to Buyer. This transaction constitutes a sale "FOB selling point" and/or ExWorks.

5 PURCHASE PRICE OF THE GOODS.

a The purchase price of the Goods (the "Price") shall be that quoted to Buyer in US Dollars ("USD") at the date of acceptance of the PO or Price Quote, subject to Condition 5(b). The Price shall not include Freight. All Prices quoted by Seller are valid for 30 days only or until earlier acceptance by Buyer, after which time they may not be altered by Seller without giving notice to Buyer. Minimum order value for the Goods is USD $250.00 USD plus Freight. All quotes for the Goods are subject to prior sale.

b Seller reserves the right, by giving 15 days notice to Buyer at any time before delivery of the Goods, to increase the Price of the Goods to reflect any increase in the cost to Seller that is due to any factor beyond the control of Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, significant increase in the costs of labour, materials or other costs of manufacture) quantities or specifications for the Goods which is requested by Buyer, or any delay caused by any instructions of Buyer or failure of Buyer to give Seller adequate information or instructions.

c Buyer shall deliver to Seller a certificate evidencing the exemption of the Goods sale from the collection of Michigan sales tax (if applicable). Buyer agrees to defend, indemnify and hold harmless Seller (now and later) from any sales, use, value added tax, customs clearance, duties, country specific fees or tax obligations arising from the Contract and the sale/purchase of Goods. In addition, applicable taxes may

be added by Seller should the country or transit destination of the Goods be amended prior to shipment and billing.

6 PAYMENT TERMS.

a Subject to Condition 6(b) and any special terms agreed to by Buyer and Seller, Buyer shall pay the Price in certified funds or by wire transfer not more than thirty (30) days after delivery of the Goods to Buyer's Facility.

b Seller reserves the right to require payment in full for the Goods in advance of delivery to Buyer. Seller shall retain an unsecured security interest in the Goods sold to Buyer until the Price is paid in full to Seller.

c Seller shall charge Buyer a fee for use of the credit card equal $45.00. The entirety of any amount over $5,000 is subject to a 3% convenience fee.

d Seller reserves the right on all past due balances to invoice a 1.5% per month finance charge.

e Buyer is responsible for any and all remittance fees from banks or other methods. A $45.00 fee will be included on each invoice to cover said charges. Buyer may waive this fee if the are certain no fees will be incurred by Seller in regards to Buyer's invoice. However, if fees are incurred, Seller will require payment of these fees prior to delivery.

7 EXPORT TERMS.

a Unless the context clearly requires otherwise, any term or expression that is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Conditions. If there is any contradiction between the provisions of Incoterms and the Conditions, the latter shall govern.

b Where the Goods are supplied for export from the United States of America, the provisions in Condition 7 shall apply (subject to any special terms agreed upon otherwise by Buyer and Seller) notwithstanding any other provision of the Conditions.

c Buyer shall be responsible for complying with any legislation, regulations or law governing the importation of the Goods into the country of destination and for the payment of any Freight and customs, duties, levies and/or taxes upon the Goods.

d Unless otherwise agreed upon by Buyer and Seller, the Goods shall be shipped Ex Works.

8 INSOLVENCY OF BUYER.

a This Condition applies if:

i Buyer makes a composition or any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or a moratorium comes into force in respect of Buyer;

ii a secured creditor takes possession, or a receiver is appointed, of any of the property or assets of Buyer;

iii Buyer ceases, or threatens to cease, to carry on business;

iv Buyer has any judgment entered against it; or

v Seller reasonably presumes that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly.

b If Condition 8(a) applies, then, without prejudice to any other right or remedy granted or otherwise available to Seller by the Contract, Conditions or by applicable governing law, Seller shall be entitled to cancel the Contract or suspend any further deliveries of Goods under the Contract without any liability to Buyer. If the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. If any of the Goods have not yet been delivered, Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Buyer for the excess over the Price under the Contract or charge Buyer for any shortfall below the Price of the Contract.

9 LIMITED WARRANTY AND LIABILITY.

a Seller shall grant Buyer the following Limited Warranty for the Goods. The Goods shall conform to the stated specifications and shall be free from defects in materials and workmanship for a period of 30

days after the later of the date of delivery or the date Buyer accepts the Goods (the "Limited Warranty Period"). In addition, Buyer shall possess any limited warranty granted by the manufacturer of the Goods.

b The Limited Warranty granted Buyer by Seller is subject to the following conditions:
   i In the case of Seller, the limited warranty shall exist only if:
      1 Buyer notifies Seller of an alleged defect in the Goods within fifteen (15) days after its discovery and the notice is sent to Seller within the 30 day period following its delivery;
      2 Buyer's notice authorizes Seller to inspect the Goods (at any reasonable time); and
      3 Seller determines to its reasonable satisfaction upon inspection that the Goods are, and have been, subjected only to ordinary wear, use and service.
   ii In the case of the manufacturer's limited warranty, Buyer gives manufacturer of the Goods notice of an alleged defect within the applicable time period of its limited warranty and fulfills any other requirements or limitations imposed by manufacturer.
   iii In the case of Seller, the Limited Warranty does not cover Goods damage or failure due to:
      1 accident (either in transit or at Buyer's Facility) or misuse;
      2 acts of God;
      3 geopolitical events or circumstances;
      4 improper maintenance or connection to an improper energy supply (such as, but not limited to, electricity, air and hydraulic);
      5 any change (either physical or via programming) to the Goods by Buyer that is made without the knowledge and prior consent of Seller; or
      6 defect in the Goods arising from any drawing, design, or specifications supplied by Buyer.
      SELLER'S WARRANTY IS LIMITED. AT ITS SOLE AND ABSOLUTE DISCRETION, SELLER MAY EITHER REPLACE OR REPAIR ANY DEFECTIVE PARTS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY TO BUYER FOR PAYING INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING (WITHOUT LIMITATION) DAMAGES RESULTING FROM PERSONAL OR BODILY INJURY OR DEATH OR DAMAGES TO, OR LOSS OF USE OF, ANY PROPERTY. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE CONDITION IS MADE UPON THE EXPRESS UNDERSTANDING THAT THIS LIMITED WARRANTY SHALL APPLY IN CONNECTION WITH THE SALE OF THE GOODS BY SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

c Seller makes no warranty concerning Goods compliance with any local, state or federal law, international law, other country laws, statute, regulation, code or ordinance including (but not limited to) electrical, building or other codes or requirements (collectively the "Law"). Buyer agrees to accept full responsibility for compliance of the Goods with the Law.

d Seller makes no warranty concerning, and does not assume in this Agreement or any other agreement any obligation or liability in connection with, patent infringement suits brought against Buyer with respect to the Goods.

e The liability of Seller [or its agents, officers, shareholder, representatives or employees (regarding the Product sale and this Agreement)] shall not exceed (in the aggregate) the Price of Condition 5(a) for any claim, cost, damage, loss or expense for which it is, or may be, legally liable, whether arising in negligence or other tort, contract or otherwise.

10 FORCE MAJEURE. Seller shall not be liable to Buyer for default or delay in performing its obligations imposed by the Contract or Conditions if caused by the unavailability of the Goods due to it being sold out after the date of the Price Quote and before the date of its acceptance by Buyer, fire, strike, riot, war, terrorism, geopolitical risks, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. Seller shall notify Buyer as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars, shall remedy such occurrence with all reasonable dispatch, and shall promptly give notice to Buyer of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller

by reason of such default or delay. If a Force Majeure event extends for more than sixty (60) days, the Contract may be terminated by Buyer without any liability on its part. Seller will use best efforts to source the Goods in order to meet Buyer's required delivery dates.

11 INTELLECTUAL PROPERTY.

a The copyright subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programs or any other material prepared by Seller whether readable by humans or by machines shall belong to Seller absolutely and they shall not be reproduced or disclosed or used in their original or translated form by Buyer without Seller's written consent for any purpose other than that for which they were furnished.

b Seller accepts no responsibility for the accuracy of drawings, patterns or specifications supplied by Buyer. Buyer shall indemnify, defend and hold harmless Seller against all claims whatsoever for damages and costs and against all liability in respect of any infringement of patent or other intellectual property rights resulting from compliance with Buyer's instructions, express or implied. Buyer will also indemnify Seller against any liability in respect thereof and shall pay all costs and expenses that may be incurred by Seller in reference to any such claim. The indemnity shall extend to any amount paid on a lawyer's advice in respect of any such claim.

c Should Buyer request Seller to provide it with drawings for the Goods, the drawings may be provided at Seller's discretion.

12 CONFIDENTIALITY. Buyer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Buyer by Seller, its employees, agents, consultants or subcontractors and any other confidential information concerning Seller's business or its products which Buyer may obtain. Buyer shall not use such Confidential Information for any purpose other than to purchase Goods.

13 ASSIGNMENT. Seller may assign the Contract or any part of it to any individual, person or legal entity. Buyer shall not be entitled to assign the Contract or any part of it without the prior consent of Seller.

14 REMEDIES IN DEFAULT. If either Seller or Buyer defaults, the other party shall send notice to the defaulting party, describing the nature of the default and requesting that it be cured. If the default is not cured within thirty (30) days following receipt of the notice, the injured party shall possess the following options:

a Default by Buyer. If Buyer defaults in a duty or obligation imposed upon it by or is in violation of any provision of this Agreement, Seller may:

  i terminate this Agreement and recover out-of-pocket expenses incurred to the date of termination; or

  ii elect any other remedy granted by governing law or this Agreement.

b Default by Seller. If Seller defaults in a duty or obligation imposed upon it by or is in violation of any provision of this Agreement, Buyer may:

  i elect any remedy granted by governing law or this Agreement.

15 EXPORT CONTROL COMPLIANCE.

a Compliance with Laws

  i By placing an order with us, you acknowledge and agree to comply with all applicable export control laws and regulations, including but not limited to the export control laws and regulations of the United States and the United Kingdom.

  ii Prohibited Actions: You agree not to export, re-export, or transfer any products or services purchased from us in violation of these laws and regulations.

b Violation of Export Control Laws

  i Cancellation of Orders: In the event that we determine, at our sole discretion, that your order is in violation of any applicable export control laws or regulations, we reserve the right to cancel your order without prior notice.

ii Forfeiture of Funds: If your order is canceled due to a violation of export control laws or regulations, any funds that you have paid for the order will be forfeited and will not be refunded.

c Indemnification
   i Indemnity: You agree to indemnify and hold us harmless from any claims, damages, fines, penalties, or costs (including reasonable legal fees) arising out of or relating to your failure to comply with export control laws and regulations.

d Notification and Cooperation
   i Notification: You agree to promptly notify us if you become aware of any potential violation of export control laws related to your order.
   ii Cooperation: You agree to cooperate fully with us in any investigation or enforcement action related to export control compliance.

16 PLACING AN ORDER WITH US, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

17 GENERAL.

a Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

b The paragraph headings in the Conditions are for convenience and reference only and shall not affect the interpretation of the Contract.

c Words in the singular shall include the plural and vice versa. The use of any gender shall be applicable to all genders, unless the context clearly indicates to the contrary.

d Each request, demand, notice, consent or other communication under the Contract or Conditions shall be written and sent by certified mail (return receipt requested), overnight courier service or when personally served.

e The waiver by any party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of the Contract or Conditions.

f The Contract and Conditions shall be governed by the laws of the State of Michigan and the parties shall submit to the sole venue and jurisdiction of the courts serving the State of Michigan.

g Any provision of the Conditions found to be contrary to Michigan law or otherwise unenforceable shall not affect its remaining provisions. In such a case, it shall be interpreted as if the unenforceable provision was modified (if possible) or, otherwise, deleted from this document.

h The prevailing party shall be entitled to recover its out of pocket costs and reasonable attorney fees in the event of an uncured default of any provision of the Contract or Conditions by the other party.

i Survival of Representations and Warranties. Each representation and warranty made by Seller and Purchaser shall survive for one (1) year after the Goods are delivered to Buyer's Facility.

j Each individual executing the Contract or the Conditions has been authorized by written consent or corporate resolution to do so.