

These Standard Terms and Conditions of Sale of StandardAero Component Services, Inc. (“StandardAero”), together with the terms of sale of the services (“Services”) as set forth in the Quote (“Quote”) will comprise the entire agreement (“Agreement”) between the parties for Services on Customer’s engines or components (collectively “Components”). In this Agreement, “Customer” refers to the entity listed on StandardAero’s Quote. In the event of a conflict between the Quote and these terms, the terms of the Quote will take precedence.

1. **General Procedure** StandardAero will perform the Services in accordance with the specifications listed in the Quote. StandardAero may use parts from StandardAero’s rotatable parts inventory to replace Customer repairable parts which will be repaired by StandardAero at Customer’s expense. If such removed parts are later scrapped, condemned or determined to be non-repairable, the parts will be disposed of and Customer will pay the list price for the replacement part, less any applicable exchange fee previously paid. Title to parts and material furnished by StandardAero will pass to Customer upon incorporation in the Components and, simultaneously, title to the parts replaced will pass to StandardAero. When the Components are returned to Customer (“Redelivery”), StandardAero will provide Customer with copies of all work records required by the applicable aviation authority (“Approved Aviation Authority”).
2. **Trade Compliance**
 - (a) **Export Control Regulations** - The goods that are the subject of this document and related technology are subject to export and re-export restrictions under U.S. and other countries’ export control regulations, including without limitation the U.S. Export Administration Regulations, U.S. Department of State, Directorate of Defense Trade Controls (ITAR), regulations of the U.S. Office of Foreign Asset Controls and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer (“Export Control Regulations”), and Canadian Export Control Regulations. Customer warrants that it (i) will adhere to and comply with (x) all applicable Export Control Regulations and (y) any applicable terms, conditions, procedures and documentation requirements made known to Customer that may be promulgated by StandardAero from time-to-time to comply with the Export Control Regulations; (ii) will not, directly or indirectly through a third party, ship StandardAero materials to Cuba, Iran, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Laws. Customer acknowledges that StandardAero will not proceed with a shipment when StandardAero knows that the StandardAero products in that shipment are destined for a sanctioned country. Customer warrants and will undertake the process of securing all required export licenses when contractually obligated to do so. Customer represents that neither Customer nor any of its principals, officers, or directors, or any person or entity known to Customer to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Customer or the transaction involving the goods that are the subject of this document or related technology.
 - (b) **ANTIBOYCOTT PROVISIONS** - Customer will not request of StandardAero information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. StandardAero hereby rejects any such request by Customer and will report receipt of any such request to the relevant U.S. government office, as required by law.
3. **Taxes** Other than taxes StandardAero owes on monies earned, Customer agrees to pay all taxes, duties, fees, charges or assessments of any nature that are assessed or levied in connection with the Services.
4. **Prices/Payment** StandardAero’s prices for Services are stated in the Quote in U.S. Dollars and are subject to change with prior notification to Customer. Any Service that is not priced in the Quote will be invoiced at StandardAero’s standard pricing rates. Unless otherwise stated in the Quote, payment of all invoices are due prior to Redelivery and will be paid by wire transfer as stated on StandardAero invoice, immediately available for use and without set-off. Credit terms may be granted upon completion of a satisfactory credit check. If Customer’s account becomes delinquent, Customer will grant StandardAero commercially acceptable assurances of payment.
5. **Excusable Delay** Customer will excuse StandardAero from, and StandardAero will not be liable for, any delay in StandardAero’s performance due to causes beyond StandardAero’s reasonable control, including but not limited to, *force majeure*, unavailability of Original Components Manufacturer (“OEM”) parts and delays of any type that are caused by Customer. In the event of such delay, StandardAero may invoice Customer for all completed Services. If Customer causes a delay, StandardAero may stop Services on Customer Components, which may result in a greater than day-for-day delay in the completion of Services and the Components may be placed in storage in accordance with Article 13.
6. **Warranty** StandardAero warrants that, for a period of two years after the date of Redelivery, the Services will be free from defects in workmanship. If the Services performed do not meet this warranty, StandardAero will promptly, at StandardAero’s option, either (a) re-perform the defective Services; or (b) refund the repair price allocable to the defective Services. The warranty period on any such re-performed Services will be the unexpired portion of the original warranty. StandardAero will pass through to Customer any available manufacturer parts warranty and will use commercially reasonable efforts to assist Customer with administration of such warranty claims. StandardAero will reimburse Customer for reasonable freight charges Customer incurs for return of parts to StandardAero facility for valid warranty claim repairs. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL STANDARDAERO BE RESPONSIBLE FOR INCIDENTAL, RESULTANT, CONSEQUENTIAL OR PUNITIVE DAMAGES.** This warranty is applicable only if, following Redelivery, the Components (a) have been transported, stored, installed, operated, handled, maintained and repaired in accordance with the recommendations of the Components manufacturer as stated in its manuals, Service Bulletins, Airworthiness Directives or written instructions; (b) have not been altered, modified or repaired by anyone other than StandardAero; and (c) have not been subjected to accident, misuse, abuse or neglect.
7. **StandardAero Indemnity** StandardAero will indemnify Customer from third party losses for damage to or destruction of any property or injury to or death of any person caused solely by StandardAero’s grossly negligent performance of the Services and for which, as a condition of such indemnification, Customer has promptly given notice of such claim; provided, however, StandardAero will not be required to indemnify Customer for any losses arising from Customer’s negligence or misconduct. The indemnification provided hereunder will be Customer’s sole and exclusive remedy for such third party losses. StandardAero will indemnify Customer from and against all losses resulting in injuries or damages suffered by employees of StandardAero to the extent they arise from negligence in performance of the Services hereunder. The indemnity provided herein will expire at such time the Components are serviced by any other service provider or the warranty expires, whichever occurs first.
8. **Customer Indemnity** Customer will indemnify StandardAero from third party losses for damage to or destruction of any property (including the Components) or any injury to or death of any person caused solely by Customer’s use, operation, repair, maintenance, or disposition of the Components; provided, however, Customer will not be required to indemnify StandardAero for any losses caused solely by StandardAero’s negligence or misconduct in its performance of the Services. Customer will indemnify StandardAero from and against all losses resulting in injuries or damages suffered by employees of Customer in connection with the employees’ employment with Customer other than claims arising from injury to the employee as a direct result of StandardAero’s performance of the Services.
9. **Limitation of Liability** The total liability of StandardAero will not exceed the dollar value of the price of the Services provided. Neither Party

- will be liable for indirect, special, incidental, punitive or consequential damages including, without limitation, loss of use, revenue or diminution of value whether as a result of breach of contract, warranty or any other claims at law or in equity including claims for fraud or tort. This limitation of liability does not apply to instances of gross negligence or willful misconduct by StandardAero.
10. **StandardAero Insurance** StandardAero, at its expense, will maintain until Redelivery of the Components the following insurance coverage: Aviation Products Liability including Aviation Premises, Products and Completed Operations and Hangarkeepers Liability for a Combined Single Limit Bodily Injury and Property Damage in the amount of \$200,000,000 each occurrence (aggregate in respect of products liability).
 11. **Confidentiality** Unless agreed in writing, any information shared between the parties will be held in confidence and may not be disclosed to others. This does not apply to information which: (a) is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation; or (b) which was known prior to receipt from the non-disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent or proprietary data owned or licensed by the other party, which may be accomplished by a separate agreement as needed.
 12. **Termination** Either party may terminate this Agreement upon fifteen (15) days' written notice for breach of any material provision, unless such breach is cured within the fifteen (15) days. StandardAero may terminate this Agreement immediately if Customer (a) fails to make any of the required payments when due, (b) makes any agreement with Customer creditors due to Customer's inability to make timely payment of Customer's debts, (c) enters into compulsory or voluntary liquidation, (d) becomes insolvent, or (e) becomes subject to the appointment of a receiver of all or a material part of Customer assets. Upon any such termination, Customer will not be relieved of Customer's obligation to pay for Services performed and Customer's Components may be placed into storage in accordance with Article 13.
 13. **Risk of Loss** Risk of loss or damage to the Components will pass to Customer upon Redelivery. If Customer Components cannot be Redelivered when ready due to Customer's 1) act or failure to act, 2) refusal to accept Redelivery, or 3) request that Redelivery not be made when otherwise ready, StandardAero may make Redelivery by placing the Components in storage. In such event: 1) all reasonable expenses StandardAero incurs for activities such as, but not limited to, preparation for placement into storage, handling, reasonable storage fees, inspection and preservation will be due and payable on receipt of StandardAero invoice for same; and (2) all risks of loss associated with the Components will pass to Customer upon placing the Components in storage.
 14. **Customer Furnished Material** Consistent with the charges specified in the Quote and with StandardAero's prior written approval, Customer may supply agreed parts to StandardAero if the part is: (a) furnished with an Approved Aviation Authority serviceability tag, when applicable; and (b) ready for immediate use. If Customer delay in providing parts delays StandardAero performance, StandardAero may supply the parts at Customer expense. StandardAero disclaims all liability for such parts and Customer will indemnify StandardAero from and against any and all claims, demands, losses, costs and expenses for the performance of such parts.
 15. **Dispute Resolution and Governing Law** This Agreement will be governed by the laws of the State of New York, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods. If the parties are unable to amicably resolve any dispute within thirty (30) days, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (for US based Customers) or the ICCA (for non-US based Customers) in a mutually agreed location. Either StandardAero or Customer may take appropriate legal action as may be required for the enforcement of such arbitration award.
 16. **Subcontracting** StandardAero will not subcontract Services which StandardAero is able to perform; however, StandardAero has the right to subcontract any other Service to any subcontractor that is properly certified by the Approved Aviation Authority, where applicable, or is an approved StandardAero vendor.
 17. **Assignment** This Agreement may not be assigned without the prior written consent of the other party, except that Customer consent will not be required for an assignment by StandardAero to one of StandardAero's affiliates.
 18. **Waiver of Immunity** If Customer is incorporated or based outside the United States, to the extent that Customer becomes entitled to sovereign or other immunity from any legal action, Customer waives such immunity in connection with this Agreement.
 19. **Language, Notices** All correspondence and documentation connected with this Agreement will be in English, given in writing, effective upon receipt, and provided to the addresses set forth on the Quote, which may be changed by written notice.
 20. **Non-Waiver of Rights and Remedies** Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.
 21. **Survivability** Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation will be revised or deleted and the remaining balance will remain in full force and effect.
 22. **Ethics** Customer acknowledges and confirms that all amounts paid or related to this Agreement shall be for actual services rendered. Under no circumstances shall either party, its employees, agents, or other person operating on its behalf, accept, offer, promise, give, or agree to give any money, gift, loan, or other benefit or advantage, either directly or through intermediaries, to a public official, (or private person in the case of the U.K. Bribery Act), for that official, private person or third party, to exert influence, act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage under this Agreement. As used herein, "Public Official" (or "Government Official") includes, without limitation, (i) any official, employee, or agent of, or one who is in any manner connected with, any government or government entity, including any department, agency, instrumentality of any government, government-owned entity, or government-controlled entity, or any person acting in an official capacity thereof; (ii) any candidate for political office, any political party or any official of a political party; (iii) any director, officer, or employee of a public international organization (e.g. United Nations, World Bank, or International Monetary Fund); or (iv) any member of a royal or ruling family. Customer represents and warrants to StandardAero that it will comply with all laws of the country(ies)/territory(ies) where Customer operates which are applicable to the performance under this Agreement, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("U.K. Act"), the Corruption of Foreign Public Officials Act of Canada ("CFPOA") and the Organization for Economic Co-Operation & Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions (collectively "Ethics Legislation"). Nothing contained herein will require StandardAero to make any payment directly or indirectly under this Agreement which in StandardAero's good faith determination violates or is inconsistent with the Ethics Legislation. The Parties represent and warrant that no agent, finder, or commercial intermediary was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, fees or other compensation by any person or entity claiming by, through or in connection with this transaction.