

# GENERAL TERMS AND CONDITIONS

## 1. GENERAL

The following terms and conditions shall exclusively apply to all sales and/or Services provided by Kalitta Air, L.L.C. d/b/a/ Kalitta Tire & Brake (“Supplier”), except as otherwise agreed in writing by Supplier. Supplier hereby rejects any general or specific terms and conditions of Purchaser, even if Supplier has not expressly rejected their application. Purchaser hereby acknowledges and agrees that Purchaser has read and understands these general terms and conditions prior to the placement of any Order. Unless otherwise agreed in writing by a duly authorized representative of Supplier, all sales and/or Services are subject to the following:

## 2. DEFINITIONS

"Equipment" means any hydraulics, wheels, and/or other equipment which Purchaser requests Supplier to perform Services.

"Removed Equipment" means the Equipment which is to be overhauled, repaired or exchanged.

"Standard Exchange Equipment" means any Equipment with a modification standard equal or higher than the Removed Equipment.

"Advanced Standard Exchange Equipment" means a Standard Exchange Equipment delivered by Supplier to Purchaser prior to receipt by Supplier of the Removed Equipment.

"Order" means a written request/order for Services sent by the Purchaser to the Supplier together with the Equipment on which the Services are requested.

"OEM" means the Original Equipment Manufacturer.

"CMM" means the component maintenance manual applicable to the Services.

"Purchaser" means any customer who purchases Services.

“Supplier” means Kalitta Air, L.L.C. d/b/a Kalitta Tire & Brake, a Michigan limited liability company.

“In Scope” means the scope of work concerned by the Service as defined in the CMM and the mandatory OEM applicable documentation.

“Out of Scope” means all additional work being done to the Equipment which is outside the In Scope.

“Overhauled” means the restoration of the full potential of the Equipment in compliance with the CMM, the mandatory OEM documentation and the FAA regulations.

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“Repaired” means the restoration of the Equipment to a serviceable condition in accordance with the CMM, the mandatory OEM documentation and the FAA regulations.

“Serviceable” means a condition in which the Equipment is in good operating condition within the limits defined in the OEM then-current maintenance manuals.

“BER” means beyond economical repair.

“Services” means any modification, test, repair and/or overhaul of Equipment.

“Terms” means the General Terms and Conditions contained herein.

### **3. WORKSCOPE**

The Purchaser agrees that Supplier shall complete all necessary work to fully restore the Equipment to a Serviceable or Overhauled condition at the Purchaser's sole expense.

In the event that Supplier determines in its sole discretion that any part of the Equipment is BER, Supplier shall notify Purchaser and Purchaser shall either: (i) request that Supplier return the BER part "as is" to Purchaser at Purchaser's sole cost and expense; or (ii) transfer title to the part to Supplier.

Following receipt by Supplier of Purchaser's Order for Standard Exchange Equipment and/or Advanced Standard Exchange Equipment, the Supplier shall deliver the Standard Exchange Equipment and/or Advanced Standard Exchange Equipment; and restore the Removed Equipment to the same standard of modification as the Standard Exchange Equipment in consideration of payment by Purchaser of the prices for Standard Exchange Equipment and/or Advanced Standard Exchange Equipment and Services performed on the Removed Equipment as defined under Supplier's estimate and/or proposal.

In conjunction with Advanced Standard Exchange Equipment and/or Standard Exchange Equipment being provided by Supplier, Purchaser shall deliver to Supplier the Removed Equipment together with traceability back to the OEM, or 121, 129, 135, or 145 operating certificate, or otherwise all data as accepted in writing by Supplier within seven (7) days from the date of delivery of the Advanced Standard Exchange Equipment and/or Standard Exchange Equipment. Should purchaser fail to provide the foregoing documentation acceptable to Supplier in its sole discretion, the Advanced Standard Exchange Equipment and/or Standard Exchange Equipment shall automatically be deemed to be an outright sale with the Purchaser being responsible for any and all additional costs and expenses incurred of Supplier.

### **4. ORDERS**

An Order or a request for estimate or exchange by the Purchaser shall be deemed to be an offer by the Purchaser. A contract is formed upon the earlier of Supplier commencing the Services or providing a written acceptance to Purchaser.

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An Order or a request for estimate shall accompany the Equipment at the time of delivery to the Supplier. The Supplier may reject any Equipment received without a corresponding Order and/or request for estimate and/or Orders or request for estimate received without the corresponding Equipment.

An Order or request for estimate shall contain all of the following information: (i) the reference date of Supplier's proposal, if applicable; (ii) the removal date of the Equipment by the Purchaser; (iii) the reason for removal; (iv) the requested Services; (v) the Equipment redelivery location; (vi) Purchaser's forwarding agent or transport agent; (vii) the requested aviation authority certification; (viii) part number(s) of the Removed Equipment; (ix) serial numbers of the Removed Equipment; (x) TSN, TSO, CSO and CSN of the Removed Equipment; (xi) any mandatory modification(s) imposed by the aviation authority being outside of the scope of the OEM or CMM repair manuals; (xii) any recommended service bulletin published by the OEM being outside of scope of CMM; and (xiii) the invoicing address of the Purchaser.

An Order or request for estimate shall be sent to Supplier at Kalitta Tire & Brake, 10990 Blackmore Avenue, Belleville, Michigan 48111.

Any acceptance of an Order must be in writing signed by Supplier.

Following the receipt of an estimate by the Supplier, Purchaser shall accept and/or reject the estimate in writing within the time specified on the estimate. If the Purchaser does not accept the estimate, the Supplier shall place the Equipment at Purchaser's disposal Ex-Works (EXW ICC Incoterms 2000) Supplier's premises and invoice the Purchaser for any inspection costs and a restocking fee of Two Hundred United States and 00/100 Dollars (\$200.00 USD) per piece of Equipment.

Such Equipment shall remain at Purchaser's risks and costs. If such Equipment is not recovered by Purchaser within three (3) months from date of issuance of the estimate, such Equipment shall become the property of Supplier and Purchaser shall defend, hold harmless and indemnify Supplier against all actions, claims and costs in relation to the Equipment.

### **5. PRICING**

The Purchaser agrees to pay for all costs of investigation sustained by the Supplier following receipt of the Equipment. Following receipt of the Equipment, Supplier shall send an estimate and/or a proposal to Purchaser which includes the In Scope work required to return the Equipment to a Serviceable condition together with any commercial and pricing conditions.

Prices indicated in the Supplier's estimate and/or proposal are in United States dollars and shall remain valid for the period mentioned in the Supplier's estimate. Such prices are exclusive of any sales tax, value added tax and/or customs duty which shall be the sole responsibility of Purchaser.

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When performing the Services, Supplier may have to invoice additional charges for performance of Services that are Out Of Scope. Additionally, Supplier shall invoice BER Equipment in accordance with the then current OEM Catalogue or other FAA approved Equipment pricing.

In the event, the Purchaser has a legitimate and substantiated reason for believing that an error has been made in any invoice sent by Supplier, Purchaser shall notify Supplier in writing of the nature of the alleged error within fourteen (14) days of the date of invoice and shall arrange a meeting with Supplier to conduct an investigation within forty five (45) days from receipt of the written notification by Supplier.

Purchaser may only withhold payment of the amount in question, and the remainder of the invoice shall be paid pursuant to the Terms.

If an invoice adjustment is warranted, Supplier shall either correct the invoice or issue a credit invoice or reimburse Purchaser to cover the amount adjusted, if necessary. If the adjustment is not warranted, Purchaser shall immediately pay the amounts that have been withheld by Purchaser.

### **6. PACKAGING**

The Purchaser shall deliver each Equipment with packing in accordance with OEM's specification. The Supplier is entitled to charge to the Purchaser all costs to repack the Equipment in accordance with OEM's specification and/or ATA300. The Purchaser and/or the end user shall stock the returned Equipment or the Standard Exchange Equipment in accordance with Supplier's and OEM's instructions. The Warranty covering the returned Equipment or Standard Exchange Equipment as set out in Article 13 shall be null and void if Purchaser and/or end user do not fully comply with the stocking conditions.

### **7. SUBCONTRACTING**

The Purchaser acknowledges that all or part of the Services to the Equipment may be performed by other maintenance, repair and overhaul companies including but not limited to the Supplier's approved third parties suppliers and consents to such subcontracting of work by Supplier so long as the work is performed in accordance with these Terms.

### **8. TRANSPORT**

#### 8.1 Transport, Delivery and Redelivery Conditions

The Purchaser shall deliver the Equipment to the Supplier-FCA Supplier's premises (ICC-Incoterms 2000). Delivery shall be addressed to: Kalitta Air, L.L.C. d/b/a Kalitta Tire & Brake, 10990 Blackmore Avenue, Belleville, Michigan 48111.

The Supplier shall re-deliver the Equipment to the Purchaser- ExWorks (EXW - ICC Incoterms 2000) Supplier's premises as identified above.

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Delivery by Supplier shall be deemed accepted by Purchaser at the time the Equipment is at Purchaser's disposal at Supplier's premises as identified above.

All shipment of Equipment shall be at the Purchaser's sole risks and costs, quantities received by Purchaser shall be deemed to be the quantities acknowledged by the shipper or carrier at the time of departure.

### 8.2 Purchaser's Late Delivery of the Removed Equipment

For Advanced Standard Exchange Equipment, in case of late delivery of the Removed Equipment by the Purchaser, Purchaser shall pay daily liquidated damages to the Supplier in an amount equal to the following:

| Number of days late | Percentage per day          |
|---------------------|-----------------------------|
| 1-10                | 1% of OEM catalogue price   |
| 11-30               | 1.5% of OEM catalogue price |
| >30                 | 2% of OEM catalogue price   |

If the Removed Equipment is BER, the Purchaser shall deliver to the Supplier a replacement Removed Equipment within ten (10) days of Supplier's notice. Any delay in delivery of this replacement Removed Equipment shall allow the Supplier to charge liquidated damages to the Purchaser in the conditions of the above table.

In case of non-delivery by the Purchaser of the Removed Equipment, the Supplier shall be entitled to charge to the Purchaser an amount equal to 100% of the then current applicable OEM catalogue price of the Removed Equipment as a replacement fee.

### 8.3 Delivery Lead Time

Supplier shall endeavor to redeliver the Equipment in accordance with the lead times set out in its estimate and/or proposal, but these delivery times are to be treated as an estimate only.

### 8.4 Supplier's Delay

Delay in redelivery shall not enable the Purchaser to reject the returned Equipment or to fail to pay in strict accordance with the payment terms set out herein. The Supplier hereby disclaims any and all liability to the Purchaser or any third party claiming against the Purchaser for any costs, damages or losses resulting from late redelivery of any Equipment howsoever caused. Purchaser shall notify Supplier of any damage to the returned Equipment and/or loss, non-delivery or quantity shortage in any Equipment redelivered hereunder as compared with the Order within forty-eight (48) hours of receipt of same. In the case of delay in the redelivery, in

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no event shall the Supplier be liable for incidental or consequential losses or damages, or the loss of profit, loss of revenue, loss of market or commercial loss to the Purchaser or any third party.

### 9. EXPORT LICENCE

Supplier will provide the Purchaser with all information as reasonably required by the Purchaser to assess any export and re-export restrictions that may affect the Equipment and associated equipment's and Documentation. All deliveries and grant of rights to be made by Supplier shall be subject to the granting, if required, of the necessary valid license or export authorizations from the concerned governmental authorities. Supplier shall make its best efforts to maintain all such authorizations. In the event that any requisite governmental license, consent or permit or other authorization cannot be obtained in fulfillment of any subsequent order or contract hereto, Supplier shall not be liable to the Purchaser in respect of any bond or guarantee or for loss, damage or other resultant financial penalty. The Purchaser shall provide information on the destination, end-user and end use, as reasonably required by Supplier in connection with obtaining required licenses according to the applicable regulations. The Purchaser undertakes not to sell, lend or deliver to any third party other than those approved under the applicable regulations, with or without compensation, temporarily or permanently, the deliveries and/or their equipment's, including Equipment and spares delivered in connection therewith and the know-how, the documentation and information in any way whatsoever, without a license to the extent required in the applicable regulations.

### 10. PAYMENT

#### 10.1 General Payment Terms

Unless otherwise specified in Supplier's estimate, the Purchaser shall pay to the Supplier any invoice within thirty (30) days following the date of the invoice.

The Supplier reserves the right to alter the terms of payment without prior notice if the Purchaser fails to pay any amount owed to the Supplier or if, in the Supplier's opinion, the Purchaser's financial condition requires such alteration. Such alteration shall be in writing and the Supplier may, at the same or any subsequent time, at its discretion, suspend delivery or terminate the Services without liability to the Purchaser.

All payments due by the Purchaser shall not be subject to a right of deduction or set-off by reason of any claim of the Purchaser arising out of an Order or sale, any other transaction with the Supplier or any duties or taxes.

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At the time of payment, the Purchaser shall identify the invoice number to which such payment relates.

Payment shall be made to the Supplier by check in the currency invoiced sent to:

Kalitta Air, L.L.C. d/b/a Kalitta Tire and Brake  
843 Willow Run Airport  
Ypsilanti, Michigan 48198, USA

### 10.2 Delays in Payment

Without prejudice to Supplier's rights under Article 10.5, Supplier shall be entitled to charge, to the Purchaser, interest rate at one point five percent (1.5%) or the highest amount of interest permitted by law (whichever is less) per month on the total amount of any unpaid invoice from the due date of such payment until payment is made in full. Furthermore, Supplier reserves the right to withhold delivery should any invoice or previous invoices remain unpaid.

### 10.3 Discount

No discount shall be granted to the Purchaser in case of payment made in advance of the payment due date.

### 10.4 New Purchase Terms

The Supplier reserves the right to approve or deny any credit applications in its absolute discretion. All new Purchasers wishing to place Orders with the Supplier must provide, at the Supplier's request, either an irrevocable, confirmed letter of credit in accordance with Supplier's requirements or advance payment for the amount of the Order.

### 10.5 Retention of Title

Purchaser hereby agrees that title to new parts incorporated by Supplier during Services and/or Standard Exchange Equipment shall be retained by the Supplier and shall not pass from the Supplier to the Purchaser or to the relevant owner of the Equipment (as the case may be) until payment in full of all sums due and payable by Purchaser under these Terms.

Supplier shall have absolute authority to retake, sell or otherwise deal or dispose of all, any or part of the new equipment's and parts incorporated in the Equipment in which title remains vested in the Supplier. Furthermore, Supplier and/or any of its agents shall be entitled at any time and without notice to enter upon any premises in which the new equipment's and/or part, or any aircraft on which the new equipment's and/or part is installed, is stored, kept or used, or is reasonably believed so to be. Furthermore, the Supplier shall be entitled to seek a court injunction to the Purchaser or the relevant owner (as the case may be) from selling; transferring or otherwise disposing of the new equipment's and/or parts.

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Purchaser shall ensure compliance with Supplier's rights and interests under this Article 10.5 in all circumstances, by any means and at its own expenses and not do or knowingly permit to be done any act or thing which might reasonably be expected to jeopardize Supplier's rights and interests under this Article 10.5. If Purchaser fails to carry out its obligations in respect of this Article, Purchaser shall defend, indemnify and hold Supplier harmless from and against all cost, expenses and damages which Supplier may incur or suffer due to this failure.

### **11. CONFIDENTIALITY**

The Purchaser shall not disclose the terms of any Order or estimate, these Terms, any documents, information and data identified as confidential by Supplier in relation to the Order and/or the request for estimate (the "Confidential Information") while any Order is pending until ten (10) years following the delivery of the last Order to the Purchaser.

### **12. SALES TO THIRD PARTIES**

The Purchaser shall not transfer any rights or obligations under an Order in whole or in part without having obtained the prior written agreement of the Supplier.

### **13. WARRANTY**

The Supplier warrants that the Services performed by the Supplier on the Equipment redelivered to the Purchaser conforms to the Warranty clause attached at Appendix 1 (the "Warranty"). The Warranty constitutes the full extent of the Supplier's warranties, obligations and liabilities express and implied, in fact and in law, with respect to any breach of warranty, any representation or warranty in respect to fitness for a particular purpose or merchantability and any implied warranties other than the foregoing. All warranties and liabilities other than contained in this Warranty are hereby excluded and in no event shall the Supplier have any responsibility to the Purchaser arising from a breach of Warranty or otherwise.

### **14. FORCE MAJEURE**

The Supplier shall not be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence, including but not limited to, acts of God or the public enemy, war, warlike operations, terrorism, insurrections or riots, civil or foreign armed aggression, sabotage, fires, floods, exploding, earthquakes, natural disasters or serious accidents, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, judicial action, government requisition, restrictions, regulations or decrees relating to necessary supplies, governmental priorities, allocation regulations or orders affecting materials, facilities or completed Equipment, strikes or labor troubles causing cessation, slowdown or interruption of work, inability after due and timely diligence to procure materials, accessories, Equipment or parts, failure or delay in transportation, failure of a subcontractor or the Supplier to furnish materials, accessories, Equipment or parts due to the above mentioned causes. Such delay or failure shall not constitute a breach of these Terms and the time for



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performance shall be extended by a period equivalent to that during which performance is so prevented.

### **15. LIABILITY & INSURANCE**

15.1 Unless otherwise stated above, Risk on Equipment shall pass to the Purchaser upon redelivery of the Equipment as per Article 8 of these Terms.

15.2 The liability of the Supplier to the Purchaser arising out of or connected with or resulting from the Services whether in contract, tort (including negligence) or otherwise shall not in any event exceed thirty percent (30%) of the prices of the Services giving rise to Purchaser's claim. In no event shall the Supplier be liable for incidental or consequential losses or damages, or the loss of profit, loss of revenue, loss of market or commercial loss. Beyond the amount of liability here above mentioned, Purchaser and its insurers hereby agree to waive any rights of subrogation and recourse and shall defend and indemnify Supplier, its member(s), directors, officers, agents, employees and its insurers (collectively "indemnities") and hold harmless Supplier against all proceedings, costs, expenses, liabilities, loss or damage which Supplier incurs or suffers in respect of any claims made by any third party and related to any of the obligations to be performed by Supplier pursuant to these Terms (collectively "Losses") unless and to the extent that such Losses are due to Supplier's gross negligence or willful misconduct.

15.3 The Purchaser shall obtain and maintain for the duration of the Services and/or contract between the Parties the following insurances: (i) a comprehensive general liability insurance and (ii) an aircraft products liability insurance, from the date of transfer of risks on the Equipment as set out under these Terms. In addition, Purchaser shall ensure that for the duration of the Services and/or contract between the Parties and for two (2) years after its termination Supplier is named as an additional insured under Purchaser and/or its customers' all risks insurance and aircraft products liability. The payment of the indemnity under the all risks insurance policies shall be paid directly to Supplier. This insurance shall be in amounts sufficient to Supplier in its sole discretion.

The Purchaser shall provide the Supplier on demand with the corresponding certificate issued by the insurance company and shall identify the type of insurance policy, the amount of the coverage and the termination date.

### **16. LAW AND VENUE**

These Terms and any Order taken under these Terms and any dispute arising in relation to them shall be governed by and construed in all respects in accordance with the laws of the State of Michigan, exclusive of its conflict of law rules. Any dispute arising out of or in connection with an Order and/or contract shall be finally and exclusively resolved in the state or federal courts of the State of Michigan.

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### 17. ANTI-HUMAN TRAFFICKING

As mandated by the Federal Acquisition Regulations (“FAR”), Purchaser agrees that it is prohibited from: (i) engaging in severe forms (i.e., using force, fraud or coercion) of trafficking in persons during the period of performance of this Agreement; (ii) procuring commercial sex acts during the period of performance of this Agreement (regardless of whether the act is legal or illegal in the jurisdiction where it is procured and regardless of whether the conduct occurs during or outside working hours); (iii) using forced labor in the performance of this Agreement; (iv) destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents; (v) using misleading or fraudulent recruiting practices; Charging employees recruitment fees; (vi) failing to pay return transportation costs for certain employees who have finished employment outside that employee's nation of residence; (vii) providing or arranging housing that fails to meet the host country housing and safety standards; and (viii) if required, failing to provide an employment contract, recruitment agreement or similar work document in writing in the employee's native language and prior to the employee departing from his or her country of origin. Any violations of the FAR and/or this provision by Purchaser could result in the termination of this Agreement and/or civil action for damages by Supplier.

### 18. EXCHANGE TRANSACTIONS

In addition to the General Terms and Conditions set forth in Articles 1 through 17 above, the following terms and conditions shall apply to exchange transactions:

#### 18.1 Exchange Cores

Worn/unserviceable exchange cores become the property of the Supplier on the date of the exchange invoice, unless otherwise agreed as provided below. In the event that a returned exchange core becomes part of an ongoing investigation related to an accident or incident, Supplier will hold the exchange core for an agreed upon period of time, if requested by the FAA, NTSB or EASA. Otherwise, Supplier will have the exchange core repaired, overhauled or torn down based upon demand and inventory levels.

#### 18.2 Service Reports and Material Return Tags

Worn/unserviceable exchange cores must be returned, at Purchaser's expense, with a properly completed Service Report and Material Return Tag. Such exchange cores shall be returned to Supplier's facility identified on Supplier's documentation, within ten (10) business days after the date of Supplier's original shipment of the replacement Equipment. The Service Report must include the life status of life limited and TBO limited parts. Delay and/or failure to return an exchange core or a return of an exchange core with an incomplete Service Report may result in the following actions: a) rental charge commencing at day eleven (11) through day sixty (60) for the unit shipped by Supplier at Supplier's then current rate, and b) after day sixty (60) the transaction shall be transformed into a straight sale at one hundred percent (100%) of the current

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new Equipment list price. It is further understood that the exchange price, which was originally billed, will not be credited. Failure to return the Material Return Tag may result in a Five Hundred Dollars and 00/100 (\$500 USD) charge to the Purchaser.

### 18.3 Lost Exchange Cores

Should an exchange core be lost in transit, and the Purchaser can produce a copy of the air waybill and packing list from the shipment of the exchange core, then the Purchaser will not be invoiced late fees but will be invoiced for the then current new Equipment price less the exchange price originally invoiced. No exchange core may be returned by Purchaser after the exchange transaction has been transformed into a straight sale, without prior written approval from Supplier. In the case of cash on delivery (COD) or cash in advance (CIA) accounts, exchange transactions will be billed at the current new Equipment straight sale list price. Supplier will establish a credit in Purchaser's favor for any excess charges over and above the then current exchange price upon the inspection and satisfactory evaluation of Purchaser's worn exchange core. This credit will be posted to Purchaser's account and notification of such credit is mailed to Purchaser. If a Purchaser purchases a straight sale (new) Equipment and then later requests the transaction be changed to an exchange sale, in addition to the return of a core, Purchaser will be invoiced 80% of the new Equipment price.

### 18.4 Supplemental Charges

Purchaser agrees to pay for all supplemental charges as defined below:

- a) Supplemental charges may be applicable in the case of an exchange core returned with damage, corrosion, misuse or an exchange core with missing parts.
- b) Supplemental charges may be billed for non-acceptable exchange cores returned by Purchaser. Non-acceptable exchange cores are defined as exchange cores that cannot be modified to the Equipment issued by Supplier or exchange cores for obsolete Equipment that can no longer be repaired.
- c) Supplemental charges may be assessed when an exchange core or components of an exchange core have exceeded eighty percent (80%) of its life limits. In this case the then current new Equipment straight sale list price will be applicable to the replacement of the Equipment or the complete exchange core as applicable.
- d) Supplier reserves the right to bill Purchaser a cycle charge for life-limited exchange core returns exceeding more than ten percent (10%) of the cycles of the Equipment shipped from Supplier.
- e) Supplemental charges may be assessed by Supplier if Purchaser's exchange core requires major parts and/or rework in excess of a normal overhaul or repair.

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f) Supplier may assess supplemental charges if Purchaser's exchange core is BER. The supplemental charge will be the difference between the exchange price and the current straight-sale list price. After being notified in writing by Supplier of such supplemental charge, Purchaser shall have five (5) business days to request, in writing, the return of the BER core or Supplier shall scrap the core. Purchaser is responsible for any shipping charges incurred to return the BER core to Purchaser's facility.

g) When the Supplier ships the Equipment in a re-usable container, Purchaser must utilize it for the return of the exchange core. The cost to repair or replace re-usable shipping containers which are damaged or lost, shall be charged to Purchaser.

h) Cores received without a completed Service Report and Material Return Tag are not considered a valid return and may delay the return to the vendor. Any fees incurred by Supplier from a vendor due to late return of core will be transferred to Purchaser if core is not returned within the specified time.

i) Any Equipment purchased as an exchange from Supplier which has had work performed on it by a repair facility outside Supplier's Service Repair Network (such as a brush change on a starter generator) during the time between the original exchange and the time that serial number is returned as a core to Supplier, may be subject to a supplemental invoice if applicable.

j) When applicable, Supplier will attempt to process supplemental charges to Purchaser within sixty (60) days of receipt of the core at Supplier's facility. However, due to the intricacy of core evaluations on complex parts, the billing may go beyond sixty (60) days.

### 18.5 Title To Cores

Purchaser warrants to Supplier that it has good and marketable title to the returned exchange core and that such title is free and clear of any and all liens, claims, and encumbrances of any kind.

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## APPENDIX 1 -WARRANTY

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### WARRANTY SCOPE

Supplier warrants that, subject to all of the terms of this Warranty, that any equipment overhauled, repaired, or exchanged by Supplier (hereinafter referred to as the "Equipment") shall: (i) comply with the applicable regulations of the applicable Airworthiness Aviation authorities (FAA and/or EASA) with approved OEM maintenance documentation; and (ii) the overhaul and repair work performed by Supplier or by its subcontractor(s) shall be free from defects in workmanship.

### WARRANTY DURATION

The terms of this Warranty shall commence immediately upon delivery of the Equipment to the Purchaser and shall terminate in accordance with the following: (i) Overhauled Equipment shall be 270 days or 400 cycles, whichever occurs first; and (ii) Repaired Equipment shall be 180 days or 200 cycles, whichever occurs first.

### WARRANTY CLAIMS

This Warranty is valid only if such defects of workmanship as aforementioned are discovered within the duration of the Warranty and Supplier is notified in writing within thirty (30) days of discovery. Notification of such discovery shall be made to Supplier in writing by the Purchaser and shall include the following information: (i) part number of the defective part; (ii) serial number of the defective part; (iii) aircraft number; (iv) date of occurrence; (v) date of assembly onto the aircraft; (vi) date of delivery of the repaired Equipment to the Purchaser; (vii) reason of removal description; (viii) date of removal of the repaired Equipment; (ix) delivery time for the new repaired Equipment; (x) TSN I TSO- CSN I CSO; (xi) specific information relating to the nature of the defect and the manner in which the defect is covered by this Warranty; and (xii) proof of previous overhaul or repair by Supplier, if any.

The Purchaser shall return, together with its warranty claim, any Equipment alleged to be defective and under Warranty, and shall be identified, properly packed and returned prepaid to Supplier, or as otherwise directed by Supplier. If the Purchaser fails to provide its written statement or the defective Equipment to Supplier, the Warranty claim shall be deemed suspended until the Purchaser completes these obligations within thirty (30) additional days, failing which the Warranty claim shall be deemed rejected. Additionally, upon Supplier's request, the Purchaser shall also provide such additional documentation as may reasonably be required by Supplier to make warranty claim adjudication. Supplier will accept or reject the Purchaser's warranty claim after technical investigation based on aviation industry practice.

The obligation of Supplier under its warranty is limited to: (i) the repair of the defective Equipment, or (ii) the replacement of the defective Equipment with equivalent Equipment, at

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Supplier's expense. The decision to repair or replace the defective Equipment is solely at the discretion of Supplier.

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The following conditions apply to Supplier's Warranty, unless otherwise agreed in writing: (i) Defective Equipment shall be disassembled and packed at Purchaser's expense, insurance, and shipped prepaid or as otherwise agreed between the Purchaser and Supplier; (ii) If workmanship on the item is proved to be defective and under this Warranty, such repair or replacement shall be made by Supplier without charge, and Supplier will be responsible for two-way packing and transportation charges; (iii) The Purchaser shall pay Supplier standard charges for investigation, testing, and repair of the Equipment and/or its parts when a Warranty claim is rejected by Supplier. Unless otherwise agreed between the parties, removal and reinstallation of the Equipment are the responsibility of the Purchaser. On the Purchaser's request for field services, charges for travel and accommodations of Supplier's personnel will be the responsibility of Purchaser; (iv) Any defective parts replaced under Warranty shall automatically become the property of Supplier; (v) The rights and obligations of the parties under this Warranty shall be construed, interpreted and applied under the laws of the State of Michigan; (vi) This Warranty may not be altered, amended or modified except by a written instrument; (vii) Supplier's obligation under this Warranty shall be limited to the repair of any such defective Equipment or at its option the replacement thereof with a similar item of identical, or OEM authorized alternative part number but free from defect; (viii) For the avoidance of doubt, any part(s) incorporated by Supplier during overhaul shall be warranted for the period and to the extent covered by the Equipment manufacturer or third party overhaul source through a separate warranty which will be passed on to the Purchaser; (ix) Any such repair or replacement by Supplier shall also be accomplished diligently and the period of this Warranty shall: (a) be extended for a period equal to the period of time it took supplier to correct the defect and return the Equipment to the Purchaser, or (b) have the benefit of the unexpired portion of the original Equipment's warranty in case of replacement.

### **EXCLUSIONS**

Supplier's Warranty does not apply to: (i) Equipment which were not maintained, stored, handled, installed, inspected, serviced, used or operated in accordance with the procedures recommended by the OEM of the Equipment, the requirements of the applicable Airworthiness Authorities, and sound aviation industry practices; (ii) Equipment whose manufacturer's identification tag or serial number have been removed or obliterated or altered or cannot otherwise be identified; (iii) Equipment which has been in storage or immobilized for 270 days for overhauled products, 180 days from date of acceptance by the Purchaser; (iv) Equipment which has been damaged or otherwise become defective due to the failure or malfunction of another part or unit which have not been maintained by Supplier (i.e. consequential or resultant damage), or due to aircraft operation and/or maintenance not performed in accordance with OEM and/or Aviation Authorities instructions; (v) Equipment which has been damaged or otherwise become defective due to corrosion resulting from, or related to improper storage, servicing, testing and/or inspections; (vi) Equipment whose defect is not attributable to work performed or material supplied by Supplier; (vii) Equipment which has been disassembled,

## **GENERAL TERMS AND CONDITIONS**

packed, repaired modified and altered by anyone other than Supplier or other than in accordance with Supplier's instructions; and (viii) when defects are caused by normal wear and tear.

For the purpose of this Warranty, Equipment shall not be regarded as defective merely because some modifications, alterations or inspections thereof is required to be made by any manufacturer's service bulletins or airworthiness directives published by the Airworthiness Aviation Authorities or any other government's airworthiness authority after delivery of the equipment.

THE OBLIGATIONS AND LIABILITIES OF SUPPLIER EXPRESSLY STATED IN THIS WARRANTY (AND IN ANY AGREEMENT OF WHICH THIS WARRANTY MAY BE A PART) ARE IN LIEU OF, AND THE PURCHASER AND/OR PURCHASER UPON ACCEPTANCE OF ANY EQUIPMENT SHALL THEREBY AS A CONDITION OF SUCH ACCEPTANCE WAIVE, AS TO SUPPLIER AND ITS ASSOCIATED COMPANIES, ALL OTHER CONDITIONS AND WARRANTIES (WHETHER AS TO MERCHANTABILITY, FITNESS, QUALITY, STANDARD OF WORKMANSHIP, FREEDOM FROM DEFECTS OR OTHERWISE) AND GUARANTEES OR LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND SUPPLIER AND ITS ASSOCIATED COMPANIES SHALL NOT BE LIABLE TO THE PURCHASER WITH RESPECT TO ANY INJURY, LOSS OR DAMAGE WHETHER SPECIAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR SAVINGS, LOSS OF USE OR LOSS OF DATA) AND WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE,

### **WARRANTY MODIFICATION AND ASSIGNMENT**

This Warranty shall not be extended, altered or varied except by a written instrument executed by Supplier. This Warranty shall not be transferred by the Purchaser to any third party.