

PURCHASE ORDER TERMS AND CONDITIONS

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

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

- 12. Indemnity.** Vendor hereby releases and agrees to indemnify, defend and hold harmless Buyer, its officers, directors, employees and agents against all losses, liabilities, damages, costs, and expenses (a) arising from infringement or alleged infringement of any United States or foreign letters patent or any other intellectual property right by the services provided hereunder or by any of the Goods delivered hereunder which were designed or manufactured by Vendor, and Vendor will defend or settle at its own expense any suit or proceeding brought for such infringement; and (b) for deaths of or injuries to any persons whomsoever, and for loss of, damage to, delay in delivery or destruction of any property arising out of or in any way connected with the services performed or Goods sold hereunder, except to the extent such loss is caused solely by Buyer's willful misconduct. Promptly on Buyer's request, Vendor will pay all such losses, liabilities, damages, costs, and expenses and all costs and expenses of any claim, demand, suit, action, proceeding, litigation, or settlement relating thereto.
- 13. Government Regulations Relating to Export.** The Goods and data provided under this Order may be subject to the provision of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; the Arms Export Control Act of 1976 (22 USC 2751-2779) and the International Traffic in Arms Regulation (22 CFR 120-128 and 130) promulgated thereunder; and the Canadian Export and Import Permits Act (RS Chapter 17). Vendor acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to third countries of certain categories of data and Goods, and that licenses from the US Department of State and/or U.S. Department of Commerce and/or Canadian Department of Foreign Affairs and International Trade may be required before such Goods and data can be provided hereunder, and that such licenses may impose further restrictions on use of such Goods and data. Disclosure of such Goods and data to foreign persons is subject to the above regulations regardless if the export occurs in the US or abroad. Vendor agrees to comply with all export regulations applicable to the import, export, and re-export of Goods and/or data. Vendor will indemnify and hold Buyer harmless for any loss, damage, or expense, including lost profit, attorney's fees and court costs, incurred for or as a result of any failure or alleged failure of Vendor to comply with the above referenced laws and regulations. Vendor further agrees to provide appropriate certification to Buyer that the Good(s) procured under this Order are not on the United States Munitions List (USML). Furthermore, as part of Vendor's obligation under this Order, Vendor will, on the first shipment to Buyer, provide the Export Control Classification Number, the Harmonized Tariff Schedule Classification Number, and a Certificate of Origin or a Manufacturers Affidavit for each part to Buyer.
- 14. Assignment.** Any assignment or attempted assignment of this Order by Vendor shall be wholly void, invalid and totally ineffective for all purposes.
- 15. Modifications.** No modifications of this Order will be binding on Buyer unless in writing and signed by Buyer or its agent. Usage of trade, course of performance, and course of dealing cannot supplement or modify this Order. Buyer reserves the right to make, and Vendor agrees to accept, reasonable changes to this Order, including changes as to packing, testing, destinations, specifications, designs, and delivery schedules, but changes will be authorized only by Buyer's written instructions. If such instructions affect delivery or price, Vendor will notify Buyer immediately, and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to this Order. Buyer's (a) failure to insist on strict performance of any term or condition hereof; or (b) failure or delay to exercise any right or remedy provided herein or by law or properly to notify Vendor in the event of breach; or (c) acceptance of or payment for Goods hereunder; or (d) approval of any design will not release Vendor from any of the warranties or obligations of this Order and will not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or of any of its rights or remedies as to any prior or subsequent default hereunder; nor will any purported oral modification or rescission of this Order by Buyer operate as a waiver of any term or condition hereof.
- 16. General.** If there is an express conflict between the terms of this Order and the provisions of any current written agreement between Vendor and Buyer also intended expressly to apply to the Goods and/or services ordered herein, those provisions will control only for those Goods and services contemplated both by this Order and the agreement. In filling this Order, Vendor and its subcontractors will comply with all applicable federal, state and local laws and rules and regulations and shall furnish evidence of such compliance as required by Buyer. Nothing in this Order or any acceptance hereof will constitute Vendor or any of its officers, directors, or employees as Buyer's agent, legal representative, or employee.
- 17. Choice of Law.** This Order shall be governed by the laws of the State of Illinois, USA, without regard to its conflicts of law principles. The parties specifically disclaim application to this Order of the United Nations Convention on Contracts for the International Sale of Goods.
- 18. Language.** The Order, these terms and conditions, any document referenced herein or attached hereto, any report, any drawings or other technical information, or any notice or binding communication shall be drafted in English, shall be interpreted in accordance with the plain English meaning of their terms, and shall employ the units of measure customarily used by Vendor in the United States.