

PURCHASE ORDER

TERMS AND CONDITIONS

CONTROLLING TERMS. Jet Support Services, Inc. ("JSSI") purchases are governed by the terms and conditions contained in this Purchase Order ("PO"). Seller agrees to sell, and JSSI agrees to buy, the goods, articles, materials, or services ("Goods") described on this PO for the price, at the time, and on the terms of payment shown on the PO. This PO and the provisions of any applicable Federal or State regulations, the JSSI quality requirements as provided herein, and the requirements of any drawings, prints, plans, descriptions, specifications, samples, data, and other documents expressly referred to therein and adopted by reference ("Documents") constitute the entire agreement and supersede all proposals, negotiations, and counter-proposals. If there is a conflict between any term or condition of this PO and any Document, this PO will prevail.

CONTRACT. A contract is formed, and Seller accepts this PO without qualification, by (i) signing and returning the acknowledgment copy hereof, (ii) commencing performance or tendering Goods, or (iii) accepting payment. JSSI objects to the inclusion of any different or additional terms by Seller in Seller's acceptance of this PO. If this PO is issued as shipping instructions (and/or release document) pursuant to the terms of an existing mutually executed long-term agreement ("LTA") or similar contract between JSSI and Seller, this PO will be governed exclusively by the terms of such LTA. If there is a conflict between any term or condition of such LTA and any term or condition of this PO, the LTA will prevail.

QUALITY. All Goods furnished must strictly conform to this PO and must be free from any faults and defects. No deviation or substitution is permitted without the prior written consent of JSSI. Seller agrees to inspect and test all Goods to insure compliance with the specifications and other requirements of this PO. Goods are subject to inspection by JSSI as a condition of acceptance. JSSI will have the right at all times during the performance of this PO to conduct such tests and inspections as it deems necessary to assure Seller's compliance with this PO. Seller agrees to grant JSSI personnel escorted but unfettered access to those production areas in which JSSI destined material is stored, processed or manufactured. JSSI will be supplied, upon request, all data, drawings, specifications, test results, process documentation, schedules, and other documents and information associated with the seller's performance of this PO. If the Goods fail to conform to JSSI's specifications or are otherwise defective, Seller will promptly replace same at Seller's sole expense. JSSI will have the right to reject any Goods found to be non-compliant with the requirements of this PO. The obligations of this Paragraph will survive the cancellation, termination or completion of this PO. No payment for or acceptance of Goods, including services, by JSSI hereunder will constitute a waiver of any of the foregoing, nor will anything herein contained be construed to exclude or limit any of Seller's warranties implied by law. Except for rework and scrap dispositions, Suppliers do not have MRB (repair or Use As Is) authority until authorized in writing by JSSI.

PRICE. Seller 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 Seller and may be added to this PO. Seller 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. Unless otherwise specified, the price set forth in this PO will include all charges for Seller's packing and crating and for cartage to Cost, Insurance, Freight (CIF) Free On Board (FOB) point. Seller will provide a "Commercial Invoice" for all Goods imported during the performance of this PO to JSSI. This invoice will contain the description, value and country of origin of the merchandise being imported. The Commercial Invoice will be signed by the Seller, Seller's shipper or Seller'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. Even if the inaccuracy or omission was unintentional, the importer may be required to establish that it exercised due diligence and

reasonable care. Seller is responsible for and agrees to indemnify JSSI for any and all fines, damages, losses, expenses, attorney fees, court costs, etc., that result from Seller's failure to comply with the Commercial Invoice requirements.

INVOICES AND PAYMENT. A separate invoice will be issued for each shipment. Invoices must be fully itemized and show the PO number, PO 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 JSSI and Seller. Seller shall issue credit for any warranty claims upheld. In addition, Seller may issue supplemental invoices for subcontracted repair work not included in the final invoice, only if previously referenced in the final invoice and agreed to by JSSI. No additional charges will be honored by JSSI after ninety (90) days of delivery, unless otherwise agreed in writing by the parties hereto.

CHANGES. JSSI may at any time make changes in the character or quantity of Goods to be furnished hereunder by written purchase order revision. The price specified on the PO will be adjusted pro rata if the change is in quantity or by mutual agreement if the character or Goods or other terms are changed so as to increase or decrease the cost to Seller. Unless Seller presents to JSSI a claim against JSSI within twenty (20) days after receipt of notice of such changes, Seller will be conclusively deemed to have waived all claims against JSSI. Upon JSSI's request, Seller will provide satisfactory evidence from which adjustments based on cost can be determined. Seller understands and agrees that it will not be entitled to any financial adjustment as a result of JSSI's changes in the time of delivery or performance.

DELAY. Time is of the essence of this PO. At the outset of any delay from any cause, including Force Majeure, Seller will immediately notify JSSI in writing of the delay and the revised shipping date and will undertake to shorten the delay by all reasonable means. Unless the delay is caused by JSSI, Seller will be solely responsible for the costs of overcoming delays.

FORCE MAJEURE. Neither party will be liable for any delay or failure to deliver or accept any or all of the Goods where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such party's control ("Force Majeure"). JSSI may, at its option, delete the undelivered Goods from this PO or appropriately extend the time for performance of this PO.

INDEMNITY. Seller agrees to indemnify, defend, and hold harmless JSSI, and any contractor, agent, or employee of JSSI, from and against all claims, demands, losses, damages, actions, or liability of any kind, including attorneys' fees, arising from the negligence or other breach of duty or violation of this PO by Seller, or those for whom Seller is responsible, in connection with this PO or the Goods supplied hereunder.

INSURANCE. JSSI and Seller will both maintain product liability insurance, of at least \$100 million U.S. aggregate coverage each, to adequately protect Seller and JSSI against such claims, losses damages, liabilities, fines, and expenses. All such insurance shall be placed with reputable companies. Upon request by either party, Certificates of Insurance evidencing such coverage shall be furnished. JSSI and Seller will both secure the payment of statutory Workers' Compensation benefits to their respective employees in a manner satisfactory to the Workers' Compensation Authority or authorities having jurisdiction in locations in which company operates.

DELIVERY. Delivery must be in strict compliance with the schedule contained in this PO and will be made by Seller at such times and places and of such items and quantities as are specified by JSSI. Goods fabricated in excess or in advance of JSSI's requirements contained in this PO are at Seller's risk.

JSSI reserves the right to return to Seller, at Seller's expense, all Goods received more than seven (7) calendar days ahead of the required delivery date. JSSI reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery. If Seller fails to meet its scheduled delivery dates and JSSI elects to call for expedited shipments, Seller will pay the difference between the method of shipping specified and the actual expedited rate incurred. Seller will be responsible for any additional charges resulting from any deviation from JSSI's PO instructions. Should JSSI accept Goods which are not delivered on or before the required delivery date, which option JSSI reserves, the Seller will be liable for all additional costs incurred by JSSI because of such delay(s) including, but not limited to, telecommunication costs, additional or premium transportation charges, special handling expenses, and costs to JSSI to install the materials out of normal manufacturing sequence in addition to other remedies available by law to JSSI. Title and risk of loss will remain with the Seller until Goods are delivered to the delivery point specified herein. Notwithstanding such delivery, Seller will bear risk of loss or damage to Goods purchased hereunder from the time that JSSI gives notice of rejection of Goods pursuant to the inspection provisions of this PO. If Seller encounters or anticipates difficulty in meeting the delivery schedule, Seller will immediately notify JSSI in writing, giving pertinent details; provided however, that the receipt of such data will be for information purposes only and will not be construed as a waiver by JSSI of any delivery schedule or date or of any rights or remedies provided by law or this PO.

MATERIAL SAFETY DATA SHEETS. Seller will provide at the time of Delivery the most recent material safety data sheets (MSDS) for all chemicals shipped as a part of the PO that fall under the definitions in section 1910.1200 (g) of the Occupational Safety and Health Act. If Seller has shipped the same chemicals within the past 6 months and there are no revisions to applicable MSDS, MSDS may be omitted from the shipment.

PACKING AND PACKAGING. Unless specified in the PO, Seller agrees to prepare and properly box or crate Goods for shipment so as to prevent damage in transit. Seller agrees to pack all articles in a manner and with materials necessary to prevent deterioration, corrosion or damage. Sheet metal Goods are to be individually wrapped or otherwise packed to avoid metal-to-metal surface contact. Hardware is to be individually identified and packaged in bags with no more than 100 units per bag. Pre-mixed and frozen sealants are to be shipped at minus 10 degrees or colder. RT Protective covers or plugs must be installed on ducts, lines, tubes, vents, and electrical connectors or connections for protection from contamination and physical or electrostatic discharge type damage.

SHIPPING. Unless otherwise expressly provided, Seller will be obligated to make delivery FOB JSSI's premises as designated and to comply with JSSI's shipping and routings instructions Seller will indicate plainly the PO number and PO line number on all bills of lading, invoices, and freight bills. Each package or shipment must contain a memorandum showing Seller's name, contents of package, and PO number. When multiple containers are used, the packing list will show the items in each container. Multiple containers will be numbered consecutively, for example, 1 of 4, 2 of 4, etc. Partial shipments must be identified as such on shipping memoranda and invoices. When shipping, Seller will make no declaration of value to carrier except where shipment is subject to released value rating in accordance with applicable export requirements. If JSSI requires or requests Seller to apply JSSI specified bar codes or UID on the packing sheets and/or Goods containers, then Seller agrees the bar codes are for JSSI's use and Seller will obtain approval or license from the patent holder, if applicable. Seller agrees to indemnify and hold JSSI harmless from any damages, costs, attorney fees, etc., that arise out of any use by Seller of the JSSI specified bar codes other than as provided herein. If specifically authorized in writing by JSSI to ship items to a third party (Drop Shipment), a copy of all documentation for Drop Shipments must be forwarded to JSSI upon shipment of Goods to final destination. Shipment information will include weigh bill and tracking number.

PARTS CERTIFICATION DOCUMENTS ARE REQUIRED WITH ALL SHIPMENTS. ACCEPTABLE DOCUMENTS INCLUDE FAA 8130-3, MANUFACTURER'S CERTIFICATE OF CONFORMANCE, EASA FORM ONE, AND FAA 145 SERVICEABLE TAGS.

WARRANTY. If this PO is issued under an LTA, the warranty terms in such LTA will apply. Otherwise, seller warrants that the Goods will conform to specifications in this PO and be free from defects in design (except if design is

provided by JSSI), materials, workmanship, defects in title and any claims of any third parties for the longer of (i) 30 months following JSSI's receipt of the Goods, or (ii) Seller's standard warranty for such Goods. JSSI may, at its option, either (i) return defective or nonconforming Goods for credit or refund (without Seller 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 Seller's expense and deduct the cost thereof from any monies due Seller. Such Goods will be held for Seller's instructions and at its risk, or at JSSI's option, will be returned at Seller's risk. The return to Seller of any defective or nonconforming Goods and delivery to JSSI of any corrected or replaced Goods will be at Seller's expense. JSSI's packing sheet, which accompanies Goods returned, will indicate whether Goods are to be corrected, replaced or credited to JSSI. No Goods thus returned will be replaced or corrected by Seller without JSSI'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 PO. The terms of this section are not intended to control third party claims against JSSI. In the event of third party claims against JSSI relating to Goods furnished pursuant to this PO, the obligations of Seller to JSSI are controlled by the INDEMNITY paragraph of this PO.

TERMINATION. At any time and without cause, JSSI will have the right, at its sole discretion, to terminate this PO by written notice to Seller. In the event of such termination, Seller will be entitled only to payment for those Goods that have been completed or services satisfactorily rendered through the date of termination.

CONFIDENTIALITY. Unless otherwise agreed in writing, this Agreement, including any attachments hereto, and all information including proprietary information which comes into the possession or knowledge of either party hereto by virtue of this Agreement or its performance, shall at all times be treated by the parties hereto, as well their respective agents, employees and assigns, as confidential and shall not be published, disclosed or circulated except (and only insofar as is necessary) in connection with the performance by the parties hereto of their obligations under this Agreement or for the purpose of legal proceedings relating thereto.

The obligations of the parties hereto under this section shall survive and continue after the discontinuance, termination or cancellation of this Agreement or any part thereof and shall be binding on authorized assigns and successors hereto.

PATENT INDEMNITY. Seller agrees to indemnify JSSI, its customers and users from any and all loss, damage, liability, claims and suits including the costs of defense for infringement or alleged infringement of any United States or foreign patent, copyright, trademark or other intellectual property arising from the manufacture, use, sale or disposition of Goods hereunder. Seller will defend all claims, suits and actions at its own expense. JSSI may, at its option, participate in the defense of any such claim without relieving Seller of its obligations hereunder.

NOTICE OF LABOR DISPUTES. Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this PO, Seller will immediately give notice thereof to JSSI, including all relevant information with respect thereto.

STOP WORK ORDER. JSSI may at any time, by written notice to Seller, require Seller to stop all or any part of the work called for by this PO for a period of up to ninety (90) days after the notice is delivered to Seller ("Stop Work Order"). Upon receipt of a Stop Work Order, Seller will immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this PO during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period agreed by the parties, JSSI will either cancel the Stop Work Order, or terminate the work covered by this PO as provided in the "TERMINATION" paragraph of this PO. Seller will resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment will be made in the delivery schedule or prices hereunder, or both, and this PO will be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this PO

or in Seller's costs properly allocable thereto.

GRATUITIES / POLICIES AND PROCEDURES. (a) If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by Seller, or any agent or representative of Seller, to any employee of JSSI with a view toward securing favorable treatment with respect to the awarding or performing of any PO, JSSI may, by written notice to Seller, terminate this PO in addition to any other rights or remedies provided by law. (b) Seller, its employees, representatives, and agents will comply with all of JSSI's rules, regulations, policies and procedures while on JSSI's premises or in the company of any of JSSI's employees. If Seller, its employees, representatives, or agents violate JSSI's rules, regulations, policies, or procedures, JSSI may, by written notice to Seller, terminate this PO in addition to any other rights or remedies provided by law.

GOVERNMENT REGULATIONS RELATING TO EXPORT/IMPORT OF GOODS AND DATA. The Goods and data provided under this PO 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; the Canadian Export and Import Permits Act (RS Chapter 17); and the Foreign Corrupt Practices Act. The Parties 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 U.S. 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 U.S. or abroad. Seller agrees to comply with all U.S. and Canadian Governmental regulations mentioned above as they relate to the import, export, and re-export of Goods and/or data. Seller will indemnify and hold JSSI 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 Seller to comply with the above referenced laws and regulations. Seller further agrees to provide appropriate certification to JSSI that the Good(s) procured under this PO are not on the United States Munitions List (USML). Furthermore, as part of Seller's obligation under this PO, Seller will, on the first shipment to JSSI, 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 JSSI.

REPRESENTATIONS AND WARRANTIES. Each of the parties represents and warrants to the other party that it has the requisite power and authority to enter into and perform under this Agreement. Each of the parties further represents and warrants to the other that it has obtained and shall maintain throughout the term hereof any and all permits, licenses, approvals and authorizations that are required to carry on its business and to perform under this Agreement.

NOTICES. All notices required or permitted to be given hereunder will be deemed to be properly given if delivered in writing personally, or sent by United States certified or registered mail, or sent by private overnight delivery service and by United States first class mail, addressed to Seller or JSSI, as the case may be, at the addresses set forth on the face of this PO, with postage thereon fully prepaid. The effective time of notice will be at the time of receipt.

AUTHORIZATIONS. All authorizations of JSSI required or permitted to be given herein will be deemed properly given only if given in writing by an authorized purchasing representative of JSSI.

DISPUTES. JSSI and Seller will strive to settle amicably and in good faith any dispute arising out of, related to, or in connection with this PO or its breach, termination or validity. Upon resolution of the dispute, this PO will be equitably adjusted, if necessary, to reflect such resolution.

EXAMINATION OF RECORDS. Seller will maintain complete accurate records relevant to this PO. Such records shall support all services performed, allowances claimed and costs incurred by Seller in the performance of each PO, including but not limited to those factors which comprise or affect direct labor hours, direct labor rates, material costs, burden rates subcontracts, test data,

inspection reports, material certificates, discrepancy reports, corrective action reports and other product related documentation. Such records and other data shall be capable of verification through audit and analysis by JSSI and be available to JSSI at Seller's facility for JSSI's examination and audit at all reasonable times from the date of the applicable PO until five (5) years after final payment under such PO. Seller will provide assistance to interpret such data if requested by JSSI. JSSI will treat all information disclosed under this Paragraph as confidential.

WAIVER. No waiver by JSSI of any breach of this PO or the granting of an extension for performance hereunder will be deemed to be a waiver of any other or subsequent breach.

ASSIGNMENT. This PO and money due hereunder may not be assigned without prior written consent of JSSI. Any attempted assignment without JSSI's written consent will be void.

ROLE OF JSSI. The parties acknowledge that JSSI's role hereunder may relate to issuance of this PO to Seller on behalf of Customers and payment by JSSI for Goods in accordance with this PO. In such situations, Seller agrees that any benefits with respect to warranties shall run to the Customer and not to JSSI. Seller also agrees to recognize a Customer's tax-exempt status with respect to applicable invoices issued by the Seller, if JSSI delivers to Seller written evidence of such tax-exempt status.

LAWS. Seller will comply with all applicable federal, state and local statutes, rules of law, ordinances, codes and regulations, including but not limited to applicable FAA regulations, in its performance of this PO.

GOVERNING LAW. Except where inconsistent with these terms, this PO will be governed by the UCC provisions applicable to transactions in Goods. This PO will be interpreted and enforced under the laws of the State of Illinois.

FORUM CHOICE AND VENUE. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES THAT ANY ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT SHALL BE LITIGATED EXCLUSIVELY IN FEDERAL OR STATE COURTS HAVING SITUUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, COUNTY OF COOK. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN SUCH COUNTY. EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR BROUGHT BY IT IN ACCORDANCE WITH THIS SECTION. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS AGREEMENT.

MODIFICATIONS & AMENDMENTS. No waivers, amendments, or modifications of any of the terms or conditions of this PO will be valid unless reduced to writing and signed by both parties. The terms and conditions of this PO will not be amended or modified by the course of performance or course of dealing between the parties.

SEVERABILITY. If any provision(s) of this PO is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.