

STANDARD COMMERCIAL TERMS AND CONDITIONS OF SALE

1. **Order.** Buyer's order ("Order") shall be subject to and governed solely by these Standard Commercial Terms and Conditions ("Terms and Conditions"). Except as expressly provided in section 9, any terms or conditions set forth on any documents or terms used by Buyer, including but not limited to pre-printed terms and conditions on purchase order documents, and any communications (written or oral) between the parties that are inconsistent with, or are not included within, the Terms and Conditions contained herein, shall be of no force or effect unless signed by an authorized representative of FALCON AVIATION Parts, LLC ("Seller").
2. **Order Acceptance.** Acceptance of the Order shall be indicated by the written acknowledgment or electronic acknowledgment of Seller's authorized representative. Seller shall not be obligated to accept any Order. Seller's acceptance of an Order is given only on the express understanding and condition that only these Terms and Conditions shall govern and establish any rights and obligations of the parties with respect to the material, parts, equipment or items ("Goods") to be delivered. Seller's failure to object to provisions contained in any document or communication from Buyer shall not be deemed a waiver of the application of these Terms and Conditions.
3. **Delivery.** Seller will deliver the Goods covered by the Order FCA (Incoterms 2010) to Buyer's carrier at the facility designated by Seller. Title and risk of loss shall pass to Buyer upon delivery. In the event delivery is delayed due to actions or omissions of Buyer, Seller may, in its discretion, charge reasonable storage fees.
4. **Export Controls.** Performance hereunder is subject to the receipt of any necessary governmental export or import license, permit or similar authorization under all applicable export, import and customs laws, including U.S. export, import and customs laws affecting the goods and any associated technical data provided hereunder. No U.S. International Traffic in Arms Regulations controlled goods, services or technical data shall be provided to Seller without its prior written consent. Notwithstanding any other provision, Seller shall have no liability (including no obligation to provide substitute goods or services or technical data), nor shall it be in breach, if for any reason any government agency does not permit, fails to issue or renew or cancels any permit or delays in issuing or renewing any permit affecting any Goods or any associated technical data provided hereunder.
5. **Taxes.** Buyer is responsible for all taxes, duties and other charges of any nature whatsoever, including interest and penalties thereon, arising from the sale, delivery or use of the Goods under the Order, and will reimburse Seller for any such charges Seller may be required to pay directly to any government authority or to a designated facility which performs any services related to the Order.
6. **Material.** All material being returned, regardless of reason, will require the issuance of a return authorization number from Seller prior to the physical return of the material. Issuance of an authorization does not constitute acceptance of the return by Seller. Returns will be reviewed on a case-by-case basis, including warranty returns as provided in section 8. To request an authorization number, please contact Seller at 312-291-5380. Re-stocking charges may apply.
7. **Delay.** Seller is not responsible for any failure or delay in performance resulting from causes beyond Seller's 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. Seller 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. The time for delivery will be extended accordingly.
8. **Warranty.** Seller warrants to Buyer that (a) following performance by Buyer of its obligations hereunder, at time of delivery, Seller will transfer to Buyer good title to the Goods sold hereunder free and clear of all liens and encumbrances (other than any liens or encumbrances arising in the ordinary course of business or created by Buyer), and (b) Goods sold hereunder will be in the condition set forth on the shipping documents, with FAA 8130-3, manufacturer's certificate of conformance, EASA Form One or FAA 145 serviceable tags as applicable. Written notice of any warranty claim must be provided as soon as possible following discover of the basis of the claim, and in any event prior to the first anniversary of the date of sale. For approved warranty claims, Seller will replace goods provided or refund the amount paid, as Seller may elect in its sole discretion. To the extent assignable, Seller hereby assigns to Buyer any warranty provided to Seller by the vendor thereof.

Notwithstanding anything to the contrary, (i) the foregoing warranty is given by Seller and accepted by Buyer in place of all other express, implied or statutory terms, representations, warranties or conditions, in contract or in tort, including without limitation, any warranty or condition of merchantability or fitness for a particular purpose, in connection with any defect, non-conformity to the applicable specification and any patent infringement, and all such other terms, representations, warranties or conditions are hereby expressly disclaimed, and (ii) the only remedy for breach of the warranty is as set out herein. For greater certainty, in no event shall Seller be responsible for any special, incidental or consequential damages arising out of or in connection with either a breach of such warranty or for patent infringement, or any tortious or negligent act or omission by Seller. Special, incidental or consequential damages include, without limitation, economic loss, lost profits, loss of use, loss or damage to any property or person or any other exemplary or punitive or similar damages.

No variation or extension of the foregoing warranty or associated remedies shall be binding unless in writing and signed by a duly authorized representative of Seller. Buyer's acceptance of the foregoing or the making of any claim or receipt of any benefit thereunder, constitutes Buyer's acceptance of all the foregoing terms, conditions and limitations.

In no event shall Seller's liability exceed the price on the face of the Order, whether based in contract, strict liability, fault, tort, or any other right.
9. **Terms of Payment.** Payment will be due prior to shipment.
10. **Shipment Discrepancies.** Any shipment discrepancy or receipt or incorrect Goods against the Order must be reported in writing to Seller within thirty (30) days of the date of shipment. Seller shall not be responsible for any discrepancy reported after thirty (30) days.
11. **Termination.** Seller may terminate the Order at any time by written notice to Buyer if Buyer fails to pay any amount when due, or if Buyer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization, or if a receiver, trustee or custodian is appointed to Buyer or a substantial part of Buyer's assets. In addition, Seller may terminate the order if Buyer is in default under the terms of any other agreement or order with Seller or any affiliate of Seller. Upon termination, Seller shall have no further obligation to Buyer under the Order, and Buyer will reimburse Seller's termination costs, including, without limitation, a reasonable allowance for profit as well as material, labor and administrative fees. Buyer shall reimburse Seller for all attorneys' fees and other expenses incurred by Seller in recovering any sums due from Buyer regardless of whether the Order has been terminated or not. Buyer may not terminate the Order, otherwise it is liable for damages caused to Seller as a result of the termination including, without limitation, costs and expenses as well as for the value of the work performed by Seller before termination of the Order including, without limitation, a reasonable allowance for profit.
12. **Assignment.** Any assignment or attempted assignment shall be wholly void, invalid and totally ineffective for all purposes.
13. **Subcontracts.** Seller may subcontract any part of the Order without Buyer's prior written consent.
14. **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.
15. **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 Seller in the United States.