



ABLE AEROSPACE SERVICES STANDARD TERMS AND CONDITIONS

1. General

These terms and conditions shall govern the purchase of spare parts and services of repair and overhaul for aircraft ("Products and Services") from Able Aerospace Services, Inc. (referred to in these Terms and Conditions as "Able") and shall be incorporated into any purchase order(s) issued to Able by you for Products and Services. The placement of an order by you shall constitute your acceptance of these terms and conditions.

Any terms or conditions proposed by you inconsistent with or in addition to these terms and conditions are hereby explicitly rejected and shall be void and of no effect, unless specifically agreed to in writing by Able. Any additional or differing terms or conditions in any other document or arrangement not contained herein, including but not limited to any letter, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document shall not modify these terms and conditions, and shall be void and of no effect, unless specifically agreed to in writing by Able.

These terms and conditions may be changed by Able from time to time, in its discretion, and by purchasing from Able you agree to any amended terms and conditions. These terms and conditions are variously referred to as these Terms and Conditions or Agreement.

2. Cancellation

No purchase order that has been accepted by Able can be cancelled by you except with Able's written permission. In the event Able accepts the cancellation of a purchase order, you will be responsible for any charges incurred by Able until the date of cancellation.

3. Delivery and Insurance

Delivery terms shall be EX Works, Able warehouse. Partial and immediate delivery of Products and Services shall be permitted at Able's sole discretion. **ABLE DOES NOT INSURE PRODUCTS AND SERVICES ONCE THEY HAVE SHIPPED.** Title and risk of loss and/or damage with respect to Products and Services shall pass to you upon delivery at Able's warehouse or upon delivery to the shipping carrier. If you wish to insure the shipment, you should arrange for shipment on your own account and for insurance. When an order is for two or more items Able may, at its discretion, ship either in lots or in a single shipment.

4. Delivery Delays

Delivery and shipping dates are estimates. **ABLE DOES NOT GUARANTEE PART AVAILABILITY OR SHIPPING TIMING. UNDER NO CIRCUMSTANCES SHALL ABLE BE LIABLE FOR ANY DELAY OR FAILURE IN THE DELIVERY OF PRODUCTS AND SERVICES, OR FOR ANY DAMAGES SUFFERED BY YOU BY REASON OF SUCH DELAY OR FAILURE.** Without limiting the foregoing, under no circumstances shall Able be liable for any failure to perform pursuant to these terms and conditions, when such failure is directly or indirectly caused by or in any manner arises from acts of God; acts of public enemies; the elements; fires; floods; accidents; riots; wars; actions or inactions of government; international shipping or customs delays; acts of terrorism; labor difficulties; inability to secure, delay in securing or shortages of raw materials, labor, fuel, power or transportation, delay or failure of any supplier; breakdown or destruction of plant or equipment arising from any cause whatsoever; epidemic, pandemic or health restriction; or any other cause or causes (whether or not similar in nature to any of those specified) beyond Able's reasonable control. In no event shall Able be liable for any consequential damages, incidental damages, damages for loss of use or damages for loss of profits for any delay or failure in delivery regardless of the reason.

5. Packing and Shipment

You agree to promptly and thoroughly inspect all shipments immediately after delivery. You shall notify Able in writing within five (5) business days after the delivery of any product of any damage to the Products and Services or error in the shipment. Able reserves the right to refuse to adjust any errors in shipment or damage to the Products and Services in the event the foregoing procedure has not been followed. You shall within five (5) business days after delivery notify Able in writing of any other nonconformity of the Product and Services which is reasonably discoverable upon delivery. All nonconformity of Products and Services not reported to Able as required by this section shall be deemed forever waived.

6. Prices and Payment

Prices quoted are for in stock parts only and prices for backordered parts may be subject to change. All orders are accepted subject to Able's price in effect at time of shipment. Payment is due immediately upon receipt of pro forma billing or by due date shown on the Able invoice. In no event shall you set off any payment due with any claim Able owes you, whether related to this purchase or any other transaction. Your payments shall be made by either check or interbank wire transfer directly to Able's bank account, as shown on the pro forma billing or the Able invoice. If any payment due to Able from you is delayed by more than thirty (30) calendar days beyond the date of invoice, then the balance due is subject to a 1.5% per month (18% APR) late charge during the period of time such payments remain unpaid. You grant, with respect to the Products and Services delivered to you, a purchase money security interest and in all accession and proceeds thereof. This purchase money security interest shall be effective until you have made payment in full.

7. Taxes

The prices set forth in individual purchase orders issued by you for Products and Services will include all federal, state and local taxes imposed by the United States Government, any U.S. state or local government, or any agency, authority or department thereof. Such prices do not include any taxes, import duties or similar fees which may be levied or imposed upon the Products and Services or this Agreement or transaction by any other country, state, local or equivalent government, or any agency, authority or department thereof. Any such taxes, import duties or similar fees levied or imposed by any other government or any agency or department thereof shall be your sole responsibility. Therefore, any such taxes, import duties or similar fees shall be added to the price of the Products and Services unless you provide Able with an appropriate exemption certificate. You agree to indemnify and hold Able harmless from and against the payment or imposition of any such taxes, import duties or similar fees.

8. Credit Cards

You may pay for your orders with the following major credit cards: Visa®, MasterCard® and American Express®, as well as Visa® and MasterCard® debit cards. Able invoices paid by credit and debit cards will incur additional fees. Credit and debit cards are charged when the items are ordered.

9. Changes

Able shall have the right, without your consent, to make changes in the Products and Services and to substitute equivalent equipment, accessories or material where such changes or substitutions are deemed necessary by Able; provided that such changes or substitutions shall not adversely affect the price, time of delivery or performance of the Products and Services, nor significantly affect its design, performance, weight or balance; and provided further that, in the event such changes or substitutions are for any reason not accepted by you, you shall be permitted to return the changed or substitution equipment, accessories or material to Able and receive a full credit against its purchase provided that the changed or substitution equipment, accessories or material has not been installed on any aircraft, in which event any right of repair or return shall be governed by Able's standard limited warranty described below. Able shall advise you of any changes to Products and Services ordered by you and shall provide the reasons for such change. Able shall notify you of any such changes and the reasons for the

changes as soon as reasonably possible and shall endeavor to do so prior to delivery of the items. Able's notice to you may be provided by U.S. mail, telefacsimile, telephone or by e-mail.

10. Paperwork Provided

Able does not supply manufacturer's certifications for Products and Services. Lot or batch numbers are not provided unless the Products and Services are a color or serialized part.

11. Limitation of Liability

ABLE'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT, ORDER, ADVANCE EXCHANGE ORDER, OR OTHER TRANSACTION GOVERNED BY THESE TERMS AND CONDITIONS IS LIMITED TO THE SALES PRICE OF THE PRODUCTS AND SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT SHALL ABLE BE LIABLE FOR ANY OBLIGATION OR LIABILITY FOR SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, EXEMPLARY DAMAGES, LOSS OF DIRECT OR INDIRECT PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

12. Warranty

The Products and Services purchased under these Terms and Conditions will be subject to Able's standard limited warranty located on Able's website at www.ableaerospace.com.

13. Waiver

The failure of Able to enforce any right or remedy provided in these Terms and Conditions or any other agreement between the parties, or by law, on a particular occasion shall not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

14. Severability

A finding that any provision of these Terms and Conditions is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement or the validity or enforceability of that provision in any other jurisdiction.

15. Assignment and Delegation

You are not permitted to assign any right or interest in the sale of Products and Services hereunder without the prior written permission of Able, nor may you delegate any of your obligations or the performance of any of your obligations, without the prior written permission of Able. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this section. Able shall have the right to assign this Agreement or any related purchase order and its obligations thereunder to any affiliate of Able or any successor to substantially all of the assets of Able. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of either party's successors or assigns.

16. Third Party Rights

Notwithstanding any provision of law, no third party shall have any right to enforce this Agreement or any other contractual rights against Able or its affiliates, except as explicitly set forth in these Terms and Conditions.

17. Governing Law and Venue

The parties expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The laws of the State of Arizona, United States of America, excluding choice of law principles, as effective and in force on the date of the purchase order to which these terms and conditions attach shall govern and construe any and all issues relating to the sale of the Products and Services by Able to you. Venue, or the place in which you may bring a lawsuit, for disputes about these terms and conditions shall be in the State District Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona in Phoenix, Arizona. By ordering Products and Services you agree to such jurisdiction and venue, and you give up the right to select venue in any other forum.

18. Export

The Products and Services and data covered by this Agreement may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768 – 799), the U.S. Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120 – 128 and 130) and non-U.S. export laws and regulations. The parties acknowledge: (1) these U.S. statutes and regulations impose restrictions on the import from and export to countries outside the United States of America of certain categories or articles and data; (2) licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such articles and data can be exported; (3) these licenses may impose additional restrictions on use and further disclosure of such articles and data; and (4) the disclosure of such articles and data to foreign persons is subject to these statutes, regulations, license requirements, and restrictions regardless of whether the export occurs in the United States of America or abroad.

The parties represent and warrant that no Products and Services or data subject to this Agreement will be imported, exported, or re-exported contrary to these statutes and regulations and applicable non-U.S. import and export laws and regulations. You indemnify Able from and against the consequences of your failure to comply with the above stated U.S. export laws and regulations. Diversion of the Products and Services contrary to U.S. law is strictly prohibited.

19. Anti-Corruption Compliance

In the event you resell the Products and Services outside of the United States, you certify that neither you nor any of your officers, employees or representatives have paid, offered to pay or promised to pay, or authorized the payment of, directly or indirectly through any other person or firm, anything of value (in the form of compensation, gift, contribution or otherwise) to: (a) any person or entity employed by or acting for or on behalf of any other purchaser, whether private or governmental, for the purpose of inducing or rewarding any favorable action by such purchaser in connection with this transaction; or (b) any government official, political party or official of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such official, party or candidate in connection with this transaction. You indemnify and hold harmless Able and its affiliates for any losses or claims arising out of or related to your failure to comply with the provisions of this section.

20. Entire Agreement

These terms and conditions represent the entire agreement between Able and you with respect to this subject matter and supersede all prior oral and written understandings and agreements between you and Able.