

## **PROFESSIONAL AVIATION ASSOCIATES**

### **TERMS AND CONDITIONS OF PURCHASE**

#### **1. FORMATION OF CONTRACT**

This Purchase Order (“Order”) is Professional Aviation Associates’ (Buyer’s”) offer to purchase the goods and/or services (hereinafter referred to as “Goods”) described herein from the Seller and does not constitute an acceptance by Buyer of any offer to sell, quotation, or proposal by the Seller. This Order shall become a binding contract under the conditions set forth herein only when the Seller accepts this Order.

Seller agrees to accept this Order within five (5) calendar days of receipt. Buyer’s Order will be deemed accepted if Supplier does not acknowledge the same within five (5) calendar days of receipt. To accept the Order, Seller may return any form of acceptance that Seller normally issues, provided the contents of any such form are restricted to the acceptance of the Order.

Buyer’s placement of this Order is expressly conditioned upon acceptance by Seller of all of the terms contained herein and on the face of this Order and any supplements, specifications or documents expressly incorporated herein by reference or attached hereto.

Any additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Buyer.

Seller expressly acknowledges that Buyer is purchasing the Goods covered by this Order solely for the purpose of resale and export. Since Buyer is not the ultimate user of said goods, it is necessary that certain rights of the Buyer be extended to third parties, referred to herein as “Buyer’s designee.”

#### **2. PRICE AND PAYMENT**

All prices shall be firm and fixed, including over and above items quoted following a tear down or overhaul activity, unless otherwise agreed in writing by Buyer. However, if Seller reduces its published or standard prices for goods covered by the contract before Seller completes its performance thereunder, such reduced prices shall apply to any Goods undelivered to Buyer at the time Seller reduces its price(s).

Seller’s invoice(s) must exactly match Buyer’s Order to avoid payment delay. Any discrepancies in Seller’s invoice may result in a delay in payment by Buyer.

Payment terms shall be net 30 days unless otherwise specified. Seller agrees not to deliver Goods on a sight draft basis.

Seller shall be responsible for the payment of all taxes that may arise out of its sale of the Goods to the Buyer, except as otherwise provided herein. Buyer agrees to provide Seller with a Tax-Exempt Certificate if required.

### **3. DRAWINGS AND DATA**

Seller must provide all technical data as well as procedures and documentation required to meet or exceed all FAA and EASA airworthiness requirements to manufacture, repair and overhaul items being purchased by Buyer. Seller must strictly adhere to Buyer's drawings, specifications, or other data provided by Buyer when applicable. . Deviations are not allowed unless advance written approval is provided by Buyer.

If this Order requires the submission of drawings or other data for approval by Buyer or Buyer's designee, Seller shall submit same to Buyer on or before the time specified by the Order (or if no time is specified, as soon as possible prior to shipment. Buyer will not reimburse Seller for any additional expense incurred by Seller as a result of proceeding with its performance prior to such approval being granted.

### **4. DELIVERY PERFORMANCE**

Unless otherwise stated herein or on the Order, all Goods are to be shipped freight prepaid F.O.B. Seller's location. Buyer has the option to specify routing, carrier and shipment methods.

Time is of the essence for this Order. One hundred percent (100%) on-time delivery in accordance with the Order delivery schedule is MANDATORY, and unless specifically authorized by the Buyer in writing, any deliveries received after the specified date will be considered delinquent. Where the delinquent delivery situation is determined to be the fault of the Seller, Seller agrees to reimburse Buyer for any expenses that may result from delinquent delivery, including but not limited to costs to find an alternate supplier for Goods.

Seller is responsible for ensuring on-time deliveries from its suppliers so as to ensure on-time delivery of the Goods to the Buyer. Seller shall not be excused from its delivery requirements due to the fault of its suppliers.

In the event Seller's Goods become delinquent, Seller must proactively provide regular delivery status reports in writing to the Buyer until the delinquent status is fully resolved to Buyer's satisfaction and Goods are delivered complete to Buyer's premises. At a minimum, Seller's reports shall include the Goods part number(s), part description(s), Order number(s), past due quantity, current status of Goods, and projected ship dates. Reports shall be in Microsoft Excel format unless otherwise directed by Buyer. Buyer expects that such reports will be the exception, as 100% on-time delivery is required and expected.

Early delivery by Seller is not permitted unless authorized in writing by the Buyer.

Premium/Expedited shipping costs are not allowed unless authorized in writing by Buyer. Seller is responsible for the difference between premium/expedited shipping costs and standard shipping costs unless Seller obtains authorization in writing from Buyer to ship via premium/expedited shipping.

### **5. PACKAGING AND LABELING**

Seller shall include shipping marks, as specified by Buyer, on all packaging. Seller shall package the Goods in such a manner as to be safe from damage, deterioration, or FOD intrusion while in transit or storage under foreseeable circumstances. Seller shall also ensure packaged Goods and packaging

materials/manner pose no safety hazard to persons handling Goods while goods are in transit and when received at Buyer's facility.

It is Seller's responsibility to ensure that all shipments of dangerous Goods and hazardous materials are compliant with the requirements of 49CFR and any other applicable state or federal regulation. Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS) must be shipped with each delivery involving the shipment of dangerous Goods and hazardous materials in order for Seller to receive payment

No charges of any kind, including charges for boxing or cartage, will be reimbursed to Seller unless specifically agreed to in writing by Buyer.

Seller is required to attach shipping labels to all containers, boxes, and packages of Goods when shipping to Buyer. Shipping labels must include the following at a minimum:

- A. Buyer's part number, part description, Purchase Order number.
- B. Quantity included in container/box/package.
- C. Lot number, serial number, heat number, etc.
- D. Seller's full company name and shipping address.

Seller is required to individually identify Goods (include part number, etc. on each individual part) if so instructed by the Buyer.

Seller is required to include shelf-life/cure date/expiration date on all Goods if applicable.

## **6. QUALITY**

Where required by Buyer, Seller is required to provide Buyer with a Material Certification and Certificate of Conformance for all Goods provided to Buyer. Seller shall attach these documents to the packing slip or place them in the container with the Goods.

Seller must inform Buyer in writing in the event of nonconforming goods. Arrangements for the correction and approval of Seller's nonconforming goods shall be approved by the Buyer.

Seller is required to notify Buyer in advance in writing if any changes to location, product or process are to be made.

Seller must disclose to Buyer in advance in writing if any of the following are applicable to the Goods under this Order: (i) any Material or Parts were obtained from any US Government or military source; (ii) any Material or Parts are from a serviceable unit that has been subjected to extreme stress or wear, including but not limited to major engine failure, accident, or fire.

Seller understands that where applicable customer/regulatory/AS9100 requirements may be required to be flowed-down to Seller and all of Seller's suppliers.

Buyer requires that all Goods provided by Seller be correct and free of defect.

Buyer may take specific actions when timely or effective corrective actions to an issue(s) are not achieved by the Seller. Buyer's actions may include, but are not limited to, any or all of the following: withholding payment to Seller until the issue is resolved, removal of Seller from the Buyer's Approved Supplier List, and/or any legal action available to Buyer.

If the DPAS rating symbol DX or DO appears on the Buyer's Order, the Order is considered a Rated Order Certified for National Defense use. In this case, the Seller is required to follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR Part 700).

Where applicable, any requirements for design, test, inspection, verification (including production processes), use of statistical techniques for product acceptance, and related instructions for Buyer's acceptance, and any critical (or key) characteristics will be included on the Order.

## **7. INSPECTION AND AUDIT RIGHTS**

Seller shall inspect the Goods, including running performance tests before shipment to Buyer, to ensure Goods completely meet FAA and EASA airworthiness requirements and any Buyer provided drawings, specifications, etc., as may be applicable. Seller shall make all airworthiness reports and certificates available to Buyer upon request. Buyer or Buyer's designee shall have the right and opportunity to verify the product performance to the requirements of the Order, drawings and specifications at the Seller's premises. Such verification shall not be used by the Seller as evidence of effective control of quality by the Seller nor shall the verification by the Buyer or Buyer's designee absolve the Seller of the responsibility to provide acceptable Goods nor shall it preclude subsequent rejection of the Goods by the Buyer. Seller shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenience of Buyer or Buyer's designee and shall in no way impair Buyer's or Buyer's designee's rights in the case of nonconforming or defective goods.

Seller shall maintain complete inspection records for all Goods under this Order which shall be available to Buyer or Buyer's designee in accordance with the performance of the Order or any regulatory requirements and until the later of: (i) four (4) years after final payment is received by Seller, (ii) final resolution of any dispute involving the Goods delivered hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, (v) as otherwise directed by Buyer.

Buyer, Buyer's designee, and all regulatory authorities (FAA, DCMA, etc.) shall retain the right of access to all Seller facilities (including those of Suppliers) involved in the Order and to all applicable records related to the Order.

All Goods furnished under this Order by Seller to Buyer may be subject to inspection and testing by Buyer and/or Buyer's designee. Should such inspection and testing by Buyer or Buyer's designee reveal that the Goods or any part thereof do not conform to the specifications or guarantees set forth herein or are defective, Buyer or Buyer's designee may, at its option may:

- A. Reject the Goods and return them to Seller at Seller's risk and expense;
- B. Arrange for the repair of Goods or make Goods otherwise acceptable at Seller's expense in accordance with Buyer's timely instructions or make such repairs within reasonable time.
- C. Accept the Goods at a reduced price.

## **8. DEFECTIVE GOODS NOTIFICATION**

In the event defective Goods are received from Seller at the Buyer's or Buyer designee's premises, Buyer will notify Seller by email and/or phone as soon as the defective Goods are detected. A Supplier Corrective Action Request will be issued to Seller's designated quality representative. Issued Corrective Action Requests must be completed and returned to the Buyer by the date assigned within the Corrective Action Request. Supplier's failure to complete the Corrective Action Request as required may result in Supplier being removed from Buyer's approved supplier database.

Buyer's or Buyer's Designee's remedies may include, but are not limited to, the following at the Buyer's or Buyer's designee's sole discretion:

Return any defective Goods to Seller at Seller's risk and expense, in which case Seller shall promptly deliver replacement Goods to Buyer or Buyer's designee, as Buyer shall direct; or Seller shall make the returned Goods serviceable and airworthy.

## **9. WARRANTY**

Seller warrants to the Buyer that goods supplied and work or services performed under this Order are (i) fit for the purpose intended; (ii) free from defects in material and workmanship provided by Seller;

Unless otherwise specified by the Buyer, Seller's material and workmanship Warranty shall meet or exceed industry standards for the Goods. Buyer and Buyer's designee shall have the benefit of any other Warranty which may be applicable.

In the event Buyer or Buyer's designee discovers a breach of any of the Warranties specified herein with respect to any Goods thereof within the Warranty period, Section 8 defective Good Notification terms shall apply.

Seller's Warranties shall survive the termination of this Order and any contract resulting from the Order.

## **10. INDEMNIFICATION**

Seller shall indemnify and save harmless Buyer, Buyer's designee, Buyer's insurers and Buyer's affiliates and their employees, agents, officers and directors for and from all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorney's fees) relating to, arising out of, or caused by the performance of Seller or its Suppliers hereunder, and any act or omission of Seller or its Suppliers related to any Goods provided under this Order. Buyer shall indemnify and save harmless Seller, Seller's designee, insurers and affiliates and their employees, agents, officers and directors for and from all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorney's fees) relating to, arising out of, or caused by the performance of Buyer, and any act or omission of Buyer related to any Goods provided under this Order.

## **11. ASSIGNMENT**

Seller shall not assign this Order or any contract resulting therefrom or the right to payment due hereunder without Buyer's prior written consent.

## **12. LIENS, CLAIMS AND ENCUMBRANCES**

Seller warrants and represents that all the Goods will be free and clear of all liens, claims and encumbrances of every kind. Seller shall indemnify Buyer for any claims resulting from any alleged breach of the foregoing warranty.

## **13. BUYER-FURNISHED ITEMS**

If Buyer Furnished items are not delivered to Seller in sufficient time to enable Seller to meet Buyer's required delivery dates, Seller must notify Buyer of the delay in writing and shall be entitled to an extension of the delivery schedule equal to the period of delay.

Buyer Furnished items shall be used only for the purpose of the Order. Seller shall not use Buyer Furnished Items on any other Order without written authorization from Buyer. Seller shall, at its own

expense, safely and appropriately store (separated from other material where practicable) Buyer Furnished Items.

Use of Buyer Furnished Items shall not absolve Seller from responsibility to provide Goods that totally satisfy the requirements of this Order. If Seller discovers Buyer Furnished item(s) is not capable of producing goods that totally meet Buyer's requirements, Seller shall immediately notify Buyer in writing.

Title to any Buyer Furnished Items shall remain with Buyer or Buyer's designee, as the case may be.

Seller shall, immediately upon discovery, provide written notification to Buyer if any Buyer Furnished Items are lost, damaged or destroyed while in the Seller's custody, care, or control. Seller, at its own expense, is responsible to repair or replace any Buyer Furnished Items that are damaged, lost, or destroyed while in its care. Seller must obtain written authorization from Buyer before disposing of any Buyer Furnished Items.

#### **14. CONFIDENTIAL INFORMATION**

In the course of their dealings with each other, Buyer and Seller may disclose certain technical information, i.e. drawings, specifications, etc., to each other. Such information is considered "Intellectual Property" and is deemed CONFIDENTIAL unless specifically designated otherwise in writing by the party disclosing the Intellectual Property. The parties shall safeguard all such information in an appropriate manner and shall not disclose to third parties except in the normal course of conducting business with, and on behalf of, the other party.

Buyer and Seller shall be free to use non-confidential information in any manner as it reasonably determines provided, however, nothing contained herein shall be deemed to grant any license under any patent.

Acceptance of this Order by the Seller indicates that Seller agrees to abide by the requirements of Buyer's "Mutual Confidentiality and Non-Disclosure Agreement." Buyer will make this document available to Seller upon request.

#### **15. DEFAULT AND TERMINATION**

Buyer has the right to cancel the Order to Seller for Goods, in whole or in part, without liability to Seller if Order cancellation occurs prior to commencement of lead-time. Further, Buyer may cancel the whole or any part of this Order without liability or exercise any other remedy available to Buyer by law or in equity including any remedy under the Uniform Commercial Code, in any of the following circumstances:

- A.** If Seller fails to make delivery of the Goods or to perform the services within the time specified herein or any extension thereof.
- B.** If, in Buyer's good faith judgment, the Seller fails to perform any of the other provisions of this Order or fails to make progress so as to endanger performance of this Order in accordance with its terms, or such longer period as Buyer may authorize in writing.
- C.** Seller is in breach of any of the terms or conditions of this Order.
- D.** Seller becomes insolvent, makes a general assignment for the benefit of creditors, or is the subject of proceedings under any law relating to bankruptcy, insolvency or relief of debtors, however designated.

Buyer's failure to insist upon strict performance of the terms of this Order or to exercise any rights hereunder shall not be construed as a waiver of the rights of the Buyer or Buyer's designee.

## **16. INTELLECTUAL PROPERTY INFRINGEMENTS**

Seller warrants that Buyer's and/or Buyer's designee's purchase and/or use of the Goods covered hereby will not result in any claim of infringement, of any patent, trademark, copyright, or other intellectual property right. Seller agrees to defend any action brought against the Buyer and/or Buyer's designee arising out of such infringement, and Seller shall indemnify and hold Buyer and/or Buyer's designee harmless from and against all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature, including without limitation, attorney's fees (without waiver of Seller's obligation to indemnify Buyer and/or Buyer's designee hereunder), arising from or out of any breach of the foregoing warranty. The rights granted under this section shall survive termination of this contract.

## **17. INSURANCE**

Seller agrees to secure and carry as a minimum the following insurance with respect to all work to be performed under the Order for the duration of the Order: (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000.00 for any one occurrence; (ii) Commercial General Liability Insurance, including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a minimum, a combined single limit of \$5,000,000.00 for any one occurrence; (iii) if Seller vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$1,000,000.00 for any one occurrence; and (iv) if Seller is performing professional services on behalf of Buyer, Seller shall maintain Professional Liability Insurance with a limit of no less than \$5,000,000.00.

The following requirement shall apply if Seller is providing Goods such as products, component parts, materials or work to be incorporated in aircraft or a components thereof where such products, parts or materials are classified as Flight Safety Parts (FSP) or its equivalent or having Critical Characteristics (CC) Seller shall maintain Aircraft Product Liability , Completed Operations Liability and, if applicable to the Goods or Services, of Combined Single Limit of \$5,000,000.00 for any one occurrence and in the aggregate where applicable. . In the event Seller carries higher limits of liability, the higher limits of liability must be certified to Buyer. Such insurance shall remain in effect for two (2) years after the expiration or termination of Order.

All such insurance shall be issued by companies authorized to do business under the law of the State of jurisdiction in which Seller is performing the work under this Order, and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.

The insurance coverage described above shall be in a form satisfactory to Buyer, and shall contain provisions prohibiting cancellation or material change except upon at least ten (10) days prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of the Seller's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. Certificates evidencing such insurance and endorsements naming Buyer as an additional insured or, in the case of All Risk Property Insurance, naming Buyer as a loss payee, shall be provided to Buyer upon request. To the extent permitted by law, Seller and its insurer(s) agree that subrogation rights against the Buyer are hereby

waived. Seller shall, if requested by Buyer, advise Buyer of the amount of available policy limits and the amounts of any self-insured retention.

## **18. FORCE MAJEURE**

Neither party shall be responsible for any delay or failure in performance of any part of this Order to the extent that such delay or failure is caused by events beyond its control and without its negligence (“force majeure condition”). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other’s delay or inability to perform may elect to:

- A.** Suspend this Order for the duration of the force majeure condition, buy elsewhere Goods to be bought for which commitments have been made elsewhere, or resume performance of the Order once the force majeure condition ceases with an option in the affected party to extend the period of this Order up to the length of time the force majeure condition endured.
- B.** Terminate this Order or the part of it relating to Goods not already shipped if the force majeure condition continues for more than thirty (30) days.

## **19. CHANGES**

Buyer shall have the right to make changes to this Order at any time, including any applicable drawings, specifications, and/or designs. If such changes impact shipment or delivery times or the amount to be paid by Buyer, Seller shall immediately notify Buyer in writing. Upon such notification, the parties shall enter into negotiation for a reasonable adjustment.

## **20. COMPLIANCE WITH U.S. GOVERNMENT LAWS AND REGULATIONS**

Seller shall be responsible for complying with any other governmental laws, including federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of this Order except to the extent inconsistent with U.S. anti-boycott laws. It is the Seller’s responsibility to be aware of and comply with these laws and regulations.

## **21. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Georgia. Buyer and Seller consent and hereby submit to the exclusive jurisdiction of the state and federal courts located in the county where Buyer’s facility is located for a determination of any and all issues between them relating to the Order or its subject matter. Seller hereby waves 1) the right to a jury trial in any and all proceedings; any and all objections to service of process by certified mail, return receipt requested, or equivalent commercial courier service.

## **22. GOVERNMENT SAFETY REQUIREMENTS**

All materials used in the manufacture of parts or materials shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. Seller shall have a process to assure that governmental and safety constraints on restricted, toxic and hazardous substances are complied with relative to purchased products and the manufacturing process.

**MSDS/SDS Sheet:** Seller is responsible to provide a Material Safety Data Sheet/Safety Data Sheet (MSDS/SDS) with delivery of all chemicals or other hazardous materials. MSDS/SDS sheet must be attached to the packing slip.

### **23. SUPPLIER CONDUCT**

Supplier shall ensure that applicable personnel are aware of the importance and their contribution to Buyer's Supplier Conduct Expectations. The following conformity, safety, and ethics requirements are intended to supplement, but not to replace, those specified elsewhere in Buyer's Purchase Order Terms and Conditions.

Product and service conformity – Buyer expects Supplier to provide products and services that conform to all applicable engineering, regulatory, and Purchase Order requirements. In pursuit of ensuring product and service conformity, Supplier shall implement adequate systems and processes to produce, evaluate, and improve the products and services provided to Buyer.

Product safety – Supplier shall protect the health, safety, and welfare of those who may be affected by their activities by complying with all applicable engineering, regulatory, and Purchase Order requirements. Supplier shall ensure that systems and processes are adequately implemented and enforced to ensure that product is able to perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.

Ethics – Buyer expects suppliers to conduct business in accordance with the highest ethical standards. Our suppliers are partners and extensions of our company and must not conduct business in a manner that could damage Buyer's reputation or cause Buyer to be in violation of any laws or regulations.

**PROFESSIONAL AVIATION ASSOCIATES, INC.**  
**TERMS AND CONDITIONS**  
**Work Authorization Standard Terms**

Professional Aviation Associates, Inc., ensures the adequacy of requirements prior to their communication to our external provider we require all our external provider to meet these standards listed below as per our Quality Manual reference to : AS9120:2016 Rev.B and ISO9001:2015 standards.

The purchasing department at Professional Aviation Associates, Inc., communicates to external providers its requirements for:

- a. The process, products and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions);
- b. The approval of:
  1. Products and services;
  2. Methods, processes and equipment,
  3. The release of products and services;
- c. Competence, including and required qualification of persons,
- d. The external providers' interaction with the organization;
- e. Control and monitoring of the external providers' performance be applied by the organization;
- f. Verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises;
- g. Test, Inspect and Verification;
- h. The use of statistical techniques for product acceptance and related instructions for acceptance by the organization;
- i. The need to:
  - Implement a quality Management System;
  - Use Customer-designated or approved external providers, including process sources (e.g., special processes);
  - Notify the organization of the nonconforming processes, products, or services and obtain approval for their disposition;
  - Prevent the use of suspected unapproved, unapproved and counterfeit parts (see 8.1.4 and 8.1.5\*\*);
  - Notify the organization of changes to processes products or services, including changes of their external providers or location of manufacture;
  - Flow down to external providers applicable requirements including customer requirements;
  - Provide a certificate of conformity, test reports, or authorized release certificate as applicable;
  - Retain documented information, including retention periods and disposition requirements;
- j. The right of access by the organization their customer and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- k. Ensuring that persons are aware of:
  - Their contribution to product or service conformity;
  - Their contribution to product safety;
  - The importance of ethical behavior.

\*\* To meet current standards of the AS9120:2016 Rev.B and ISO9001:2015 \*\*