



## WENCOR TERMS AND CONDITIONS OF SERVICE

**APPLICABILITY.** Unless otherwise provided in a separate, written definitive contract signed by the parties, these terms and conditions of service are applicable to all inspections, tests, repairs, overhauls and/or similar services (collectively “Repair Services”) for aircraft components, units, materials, and/or parts (collectively “Products”) performed by Wencor, LLC and/or its subsidiaries (hereinafter “Wencor”) to any customer (hereinafter “Customer”). Issuance of a purchase or repair order (“Order”) to Wencor by Customer for the performance of Repair Services shall legally bind Customer exclusively to these terms and conditions of service. Customer agrees to be bound exclusively by these terms and conditions of service, notwithstanding Customer’s terms and conditions—whether or not supplied to Wencor at any time. Any term or condition submitted by Customer in any manner, whether included on a request for quote, request for proposal, purchase order, repair order or acknowledgement or otherwise that is inconsistent with or contrary to any term or condition included herein, is expressly rejected by Wencor. Any additional terms or conditions put forth by Customer shall not be binding on Wencor unless Wencor expressly agrees to them in a writing signed by a duly authorized officer. Customer acknowledges that acceptance of these exclusive terms and conditions of service is a material part of Wencor’s agreement to sell or provide Repair Services to Customer, and but for the exclusive application of these terms and conditions, Wencor would not agree to sell or provide Repair Services to Customer. Notwithstanding anything to the contrary in Customer’s Order or any ancillary documentation thereto, no act by Wencor, including, without limitation, accepting an Order, acknowledging an Order, commencing performance and/or performance, shall legally bind Wencor to Customer’s terms and conditions of purchase, in total or part. No failure by Wencor to object to Customer’s terms and conditions shall constitute a waiver by Wencor of these terms and conditions of service. Notwithstanding the foregoing, Wencor agrees to perform the Repair Services in accordance with the repair instructions included on Customer’s Order issued to Wencor, provided that “repair instructions” shall be limited to work scope instructions and references to the technical data to be used in the performance of the Repair Services. Unless Customer’s Order requires Customer’s prior consent, Customer acknowledges and agrees that FAA approved and/or acceptable repair procedures may be used in the performance of Repair Services for Customer.

**ORDER ACKNOWLEDGMENT.** Upon Customer’s request, Wencor will endeavor to acknowledge receipt of Orders. Orders that have been accepted by Wencor may not be canceled without Wencor’s consent. If Wencor consents to a cancellation, an equitable charge will be applied to the order to cover the amount of work performed by Wencor.

**ORDER CONSOLIDATION.** Wencor reserves the right to consolidate multiple Orders of the same part number and work scope under one Order where it would increase the efficiency of performance.

**REPAIR QUOTATION / COMMENCEMENT OF PERFORMANCE.** Unless otherwise agreed to between the parties, a Repair Service quotation will be offered to Customer after receipt of the Customer’s Order along with an incoming teardown report and inspection report for the Product. The quotation will remain valid for a period of fourteen (14) days after which time the Repair Services may be re-quoted at Wencor’s discretion. Performance of Repair Services will



commence upon Customer's acceptance of the quotation for Repair Services. Any Customer Product remaining in Wencor's custody or possession for more than sixty (60) days, where the quotation for Repair Services is neither approved nor rejected by the Customer from the date of the quotation, shall be subject to evaluation, inspection, and storage fees.

Wencor reserves the right to reject, cancel, or terminate Orders, or to revoke Repair Service quotations, at its sole discretion and irrespective of whether the Order was previously acknowledged or accepted by Wencor, or the quotation acknowledged or accepted by Customer.

**REPAIR INFORMATION.** To the extent available to the Customer, Customer will provide Wencor with the latest revisions of all necessary technical documents for the performance of the Repair Services for the Customer's Order. Repair instructions shall include, but are not limited to, Component Maintenance Manuals (CMM), Service Bulletins (SB), Airworthiness Directives (AD), Tech Orders, DMWRs, routings, drawings, blueprints, specifications, and/or any other instructive information required for the performance of Repair Services. Wencor reserves the right to decline any Repair Services where the required technical data is not made available to Wencor.

**PRODUCT INFORMATION.** Customer shall provide Wencor with all necessary Product information on the Customer Order, including but not limited to, the part number, part description, application, serial number, cycle count, and any other relevant information that may be required for proper documentation and/or certification.

**PAYMENT TERMS.** Orders for a Customer, who has not established credit terms, must be paid in advance of delivery and/or shipment. The invoice amount for the Order must be paid by check, wire transfer, or credit card (VISA, MasterCard or American Express only) prior to delivery. Credit card payments may be subject to a transaction fee. Invoices will be sent when the Product is ready for delivery and/or shipment. Payments from a Customer with established credit terms should be paid within thirty (30) days of receipt of the invoice (or other mutually agreed upon payment term). Payments should clearly reflect the Invoices being paid and, at a minimum include, the Order number(s), invoice number(s), and the amount of each payment allocation. Late payments will be subject to an interest charge of 1.5% per month (or the highest rate allowed by applicable law) until paid and any collection costs or fees incurred (unless special terms have been arranged). Accounts with unpaid balances over sixty (60) days will be placed on credit hold. In addition, Wencor may refuse to accept new Orders from the Customer or hold delivery of Orders placed by the Customer until the Customer's account is made current. Wencor reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice and to require guaranteed security or payment in advance for the amount of the Order.

**CREDIT APPLICATION.** A Customer that wishes to pay on credit terms must fill out and sign a "Wencor MRO Group Credit Application" form and return to a Wencor representative for processing. The form is available at [https://employee.wencor.com/corporate\\_services/hr/hr\\_documents/accounting\\_forms/wencor\\_mro\\_credit\\_application\\_002pdf](https://employee.wencor.com/corporate_services/hr/hr_documents/accounting_forms/wencor_mro_credit_application_002pdf). Only the "Wencor MRO Group Credit Application" will be accepted for credit terms for Repair Services. Credit terms and credit limits are not given until



the credit application is fully processed and approved. Credit limits may be adjusted by Wencor at its sole discretion.

**SECURITY INTEREST.** To secure the full performance of Customer's obligations hereunder, Wencor retains and Customer hereby grants to Wencor security interest (including, if and to the extent applicable under governing law, a purchase money security interest) in the Products, including all accessions to and replacements and proceeds of the Products. Customer shall cooperate fully with Wencor in executing such documents, including Uniform Commercial Code financing statements and filings under the rules of the Federal Aviation Administration, and effecting the filing and/or recording thereof as Wencor may deem necessary for the perfection and protection of such security interest. Customer authorizes Wencor to sign any such financing statement or filing as Customer's attorney in fact and/or to file a copy of this document as a financing statement (with any appropriate additions to the information set forth herein) and/or any financing statements to evidence Wencor's security interests. If Customer defaults in making payments or in its other obligations hereunder, Wencor, in addition to its other rights and remedies provided in the Uniform Commercial Code and otherwise, may enforce its security interest and retake possession of the Products in accordance with applicable laws. It is agreed that five (5) days shall constitute reasonable notice to Customer with respect to the enforcement of such rights and remedies in the event such notice is required by applicable laws. Wencor's security interest shall terminate upon full performance of Customer's obligations hereunder.

**DELIVERY.** All Products delivered from Customer to Wencor shall be Delivered Duty Paid (DDP) Wencor's facility with Customer fulfilling the role of "seller" as it is defined in Incoterms 2020.

All Products delivered from Wencor to Customer shall be Ex Works (EXW) Wencor's facility to the address listed on the Customer's Order with Wencor fulfilling the role of "seller" as it is defined in Incoterms 2020.

**ABANDONED PROPERTY.** Any Customer Product remaining in the custody or possession of Wencor shall be considered abandoned property and will be subject to immediate transfer of title to or disposition by Wencor under the following circumstances: (i) the Customer did not approve or reject Wencor's quotation for Repair Services within six (6) months from the date it was sent by Wencor; (ii) the Customer did not pay the amount due for Repair Services or other charges and fees which resulted in Wencor having to delay delivery or shipment of the Product for a period of six (6) months; or (iii) Wencor has otherwise remained in possession and control of Customer's Product for a period of twelve (12) months from the date it was received by Wencor due to the action or inaction, whether negligence or otherwise, of Customer and Wencor has made reasonable attempts to contact the Customer regarding the Product and/or Order.

**TURNAROUND TIME.** Wencor may provide an estimated completion date for Repair Services at its own initiative or upon Customer's request. Estimated completion dates are non-binding estimations and Wencor reserves the right to unilaterally amend these at its sole discretion. A Customer's due date, required by date, must have date, requested ship date, or any other similar term denoting a required delivery timeline on an Order shall have no binding effect on Wencor, irrespective of whether this is communicated prior to the issuance of the Order.



**AOG (aircraft-on-ground).** Wencor may, at its sole discretion, support Customer AOG requests. AOG requests should be placed through the appropriate Wencor sales representative or AOG designated contact. Additional charges may apply for AOG expedited services.

**COST OF DELIVERY, TAXES, DUTIES, AND OTHER CHARGES.** Delivery costs of the Products shall be borne by the Customer in accordance with the referenced Incoterm. Unless expressly stated otherwise, Wencor's listed or quoted prices for Repair Services do not include, and Customer will pay or reimburse Wencor for, any and all duties or sales, use, excise, value added or similar taxes (excluding income taxes of Wencor) payable as a result of the performance of the Repair Services and Customer's transportation, importation, receipt or use of the Products.

**TITLE AND RISK OF LOSS.** Title to each Product shall remain with Customer during the performance of Repair Services. Risk of loss shall remain with Customer while Products are under Wencor's care, custody, or control, except to the extent a Product is damaged or lost due to Wencor's gross negligence or willful misconduct.

**SPECIAL ORDERS.** In the event Wencor provisions special tooling or materials specifically for Customer Repair Services and Customer requests a cancellation, Wencor reserves the right to charge Customer the full associated cancellation costs.

**CERTIFICATION.** Unless otherwise agreed in writing by Wencor, all Products (after completion of the Repair Services) will be accompanied by an FAA Form 8130-3 and/or Certificate of Conformance as applicable.

**PACKAGING.** Wencor packages Products to mitigate accidental damage during shipment and storage. Products are packaged in shipping containers that comply with ATA SPEC 300. If Customer provides a reusable container with their Product, Wencor will endeavor to return their Product in the same container when possible. Wencor will not be responsible for the loss or destruction of reusable containers provided by Customer. Requests for deviations from standard packaging methods may incur additional cost, which shall be paid by the Customer.

**INSPECTION/ACCEPTANCE.** All Products shall conclusively be deemed to conform to Customer's Order and be accepted by Customer unless rejected in writing within fourteen (14) days of delivery. Such acceptance shall be conclusively deemed final, and Customer waives the right to revoke such acceptance for any reason.

**DAMAGED GOODS.** In the event that a Product is damaged in transit due to Wencor's packaging, Customer must notify Wencor within five (5) business days of receipt and provide detailed images of the exterior and interior of the packaging along with any other documentation required by Wencor. Wencor is not responsible for damage that occurs during shipment, unless the damage is due to Wencor's packaging not meeting the standards set forth above.





**WARRANTY.** Wencor warrants that all Products serviced shall be free from defects in workmanship and Wencor consumed or utilized materials for the applicable warranty periods set forth below. Wencor's warranty specifically excludes any accessories, equipment, parts, or materials furnished by Customer.

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|------------|---|
| Repaired   | Wencor warrants Products that are tagged with a repaired return to service certificate for a period of six (6) months from delivery to Customer.        |
| Overhauled | Wencor warrants Products that are tagged with an overhauled return to service certificate for a period of twelve (12) months from delivery to Customer. |

Warranty claims must be supported with sufficient documentation from Customer detailing the suspected issue and providing proper trace to Wencor's most recent Repair Service. Wencor's sole obligation and Customer's exclusive remedy for any breach of Wencor's warranty (as set forth above) will be the repair or replacement of the nonconforming Product at Wencor's sole discretion; provided, however, if Wencor determines that such repair or replacement is not commercially reasonable or feasible or such remedy fails its essential purpose, Customer's exclusive alternate remedy and Wencor's sole obligation, will be the return to Customer the price paid to Wencor for the Repair Services.

Under no circumstance shall Wencor be liable under any warranty for any damages to the extent incurred by (i) defects or failures attributed to Customer's negligence in or other failure to comply with the preservation, storage, installation, operation or maintenance of Products in accordance with applicable specifications or the instructions and recommendations by the original equipment manufacturer, (ii) environmental conditions beyond the scope of design or use in harsh conditions, (iii) shipping or transit damage (other than due to improper packing by Wencor), (iv) Product that was subsequently disassembled, repaired or serviced (except if such disassembly, repair or service was performed by Wencor or at Wencor's direction), (v) defective parts that were not repaired or replaced during performance of Wencor's last Repair Services, or (vi) foreign object damage (FOD) other than that caused by Wencor.

THE WARRANTIES REFERENCED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF WENCOR THEREUNDER, ARE EXPRESSLY IN LIEU OF, AND THE CUSTOMER HEREBY WAIVES AND RELEASES WENCOR FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WENCOR'S LIABILITY UNDER THIS SECTION SHALL NOT BE DEEMED ALTERED OR CHANGED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, UNLESS WENCOR HAS EXPRESSLY CONSENTED THERETO IN A WRITTEN INSTRUMENT SIGNED BY THE CUSTOMER'S AND WENCOR'S DULY AUTHORIZED REPRESENTATIVE.

**INTELLECTUAL PROPERTY.** Wencor reserves the right to discontinue, without liability, performance of any Repair Service the use of which would, in Wencor's opinion, infringe upon any intellectual property rights of third parties. In no event shall Wencor's use or disclosure of







information relating to the development, improvement or use of any of PMA products or DER services grant Customer any intellectual property rights in or for the design, development, invention, engineering and/or creation of such PMA products or DER services, all of which are reserved by Wencor. Any design, technical, applicability usage, pricing, performance, or other data provided by Wencor in connection with or related to any Wencor PMA products or Wencor DER services shall be deemed Wencor's "Confidential Information" (as defined below) and shall be subject to the confidentiality and restriction on use obligations herein.

**TOOLING & MATERIALS.** Any tooling, equipment, fixtures, or other materials developed, made, acquired or obtained by Wencor in connection with the Repair Services shall be the sole property of Wencor.

**EXCHANGES.** In the event Customer desires an exchange unit and Wencor agrees to provide a unit to Customer on an exchange-basis, the following terms and conditions will apply:

- Title to Customer's unit shall pass to Wencor, free and clear of all liens and encumbrances, at the time the parties agree on the exchange or Wencor receives the Customer's unit, whichever last occurs;
- Customer shall provide Wencor with full trace documents and such other reasonably requested documents for Customer's unit, including, without limitation, unserviceable tags, reason for removal information, and a signed non-incident statement; all such documents will be in English;
- Customer's unit must be repairable to be eligible for an exchange;
- Wencor shall provide Customer an exchange unit (with the same part number and mod status) with an FAA Form 8130-3;
- Title to Wencor's unit shall pass to Customer, free and clear of all liens and encumbrances, at the time of delivery of the unit to Customer;
- With respect to Customer's units, Customer assigns to Wencor any existing warranties or product indemnities from its vendors or suppliers;
- Customer shall comply with and perform any commercial or other conditions identified by Wencor in connection with the exchange;
- Wencor shall be deemed to have completed Customer's Order upon delivering the Wencor unit as described herein;
- Wencor's unit shall be covered by Wencor's Warranty for Repair Services as applicable to the unit (Repaired or Overhauled) as outlined above;
- Wencor's obligation to provide an exchange unit shall be subject to repairable units being readily available to Wencor on commercially reasonable terms, and repair and/or piece part lead times may impact the exchange completion schedule;
- Customer acknowledges that exchange units provided may include PMA parts and/or DER repairs; and
- Consummation of the exchange shall be considered to be "Repair Services" and shall be subject to all terms and conditions herein.

**INDEMNIFICATION.** Customer agrees to indemnify and hold harmless Wencor and its employees, members, affiliates and agents against and from any and all claims, liabilities, losses, damages or expenses, including (without limitation) attorneys' fees, resulting from or





arising out of the ownership, use, possession or transfer of any Product by Customer or any other person after such Product is delivered to Customer, except to the extent prohibited by law and/or to the extent arising from Wencor's gross negligence or willful misconduct.

Customer agrees to, at its own expense, indemnify and defend Wencor against any third party patent or copyright infringement claims, lawsuits, actions or demands, which arise directly or indirectly from the result of Wencor's performance of Repair Services utilizing, in whole or in part, any technical information, parts, materials, and/or equipment that was furnished to Wencor by Customer, and Customer shall pay any damages, expenses, reasonable attorneys' fees, and costs in defense of the claim against Wencor or agreed to in settlement.

**EXPORT RESTRICTIONS.** Customer agrees not to export or re-export any parts or technology received from Wencor except in full compliance with all United States laws and regulations including the Export Administration Regulations and the International Traffic in Arms Regulations. In particular, such products may not be exported or re-exported to a national or resident of any country to which the United States embargoes goods without appropriate approvals or licenses, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. In addition, Customer is responsible for complying with any local laws in Customer's country, which may impact Customer's right to import, export, or use the parts. Wencor reserves the right to require End-Use Statements for all Orders.

### **Additional International Trade Law Requirements (2022)**

The United States and other jurisdictions such as the E.U., U.K., Canada, and others impose a variety of export controls and sanctions (collectively, "International Trade Laws"). Beginning in 2022, these International Trade Laws have been expanded significantly against Russia and Belarus in response to Russia's actions in Ukraine. In particular, the U.S. has increased the Russia/Belarus/Ukraine-related controls in its Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security ("BIS") and various sanctions statutes, executive orders, and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of State.

By undertaking a transaction with Wencor Group, LLC or its subsidiaries, whether or not organized under the laws of the United States, Customer is certifying that it is fully compliant with *all* International Trade Laws, that Customer is not a sanctioned or denied party under any International Trade Laws, that no sanctioned or denied parties under any International Trade Laws hold an interest in Customer, and that Customer will not directly or indirectly re-export, sell, rent, lease, transfer, divert, or otherwise dispose of Wencor's products or services to any natural or legal person, entity, or body, in violation of any International Trade Laws, including the U.S. EAR, or any other laws and regulations applicable to Customer or any activities Customer undertakes relating to Wencor's products and services.

Customer also acknowledges that certain destinations are subject to comprehensive sanctions and that no Wencor products may be shipped to those destinations (as of March 16, 2022 these destinations are Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine).





Customer specifically acknowledges that certain Wencor products are subject to EAR prohibitions or licensing requirements imposed under the EAR if exported, reexported, or transferred to certain end-users or destinations. For example, under the EAR, certain items sold by Wencor may not be re-exported to Russia or Belarus without a license and no Wencor items provided as a part of this transaction may be sent to any “military end-users” (an EAR-defined term) in Russia or Belarus without a license.

On or about March 18, 2022, the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”) publicly identified certain commercial and private aircraft that have entered Russia on or after March 2, 2022, in likely violation of the Export Administration Regulations (“EAR”). The BIS’ press release (the “BIS Press Release”) is accessible here: <https://www.bis.doc.gov/index.php/documents/about-bis/newsroom/press-releases/2935-2022-03-18-bis-list-of-aircraft-violating-the-ear-press-release-final/file> The aircraft identified in the BIS Press Release (or any update thereto) shall be referred to as the “Offending Aircraft”. Wencor Products may not be used to maintain or support any Offending Aircraft.

By engaging in a transaction with Wencor, Customer is certifying it is Customer’s responsibility to be fully compliant with all International Trade Laws. Wencor does not undertake an obligation to provide updates to Customer with respect to changes or new developments to International Trade Laws.

**ANTI-CORRUPTION.** In connection with the performance of Repair Services by Wencor, Customer agrees not, and agrees not to permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents, to promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any non-U.S. official, in each case, in violation of the Foreign Corrupt Practices Act of 1977 (the “FCPA”) or any other applicable anti-bribery or anti-corruption law.

**FORCE MAJEURE.** Wencor shall not be held liable if it is unable to perform due to an Excusable Delay (as defined below). An “Excusable Delay” includes any delay in Wencor’s performance occasioned by causes beyond its reasonable control and not occasioned by its intentional acts or omissions, fault or negligence, including, without limitation, acts of God or public enemies, industrial or civil disturbances, war or threat of war, terrorist act or threat, power or telecommunication outage, strikes, boycotts, lockouts, labor disputes or shortages, embargoes, orders or other acts of any government or military, inability to obtain an export license, inability of Wencor to obtain materials or components from an OEM due to a worldwide shortage, fires, floods, severe weather, delays of common carriers, epidemics, pandemics, quarantine restrictions or other occurrences generally affecting the aerospace, shipping, manufacturing or financial industries. Any delay caused by Wencor’s suppliers or vendors meeting the definition of “Excusable Delay” above, as applicable to that supplier or vendor, shall be considered an Excusable Delay for the purposes of this Agreement.

**VENUE SELECTION & CHOICE OF LAW FOR U.S. CUSTOMERS.** The performance of Repair Services by Wencor for Customer Products shall be governed by the laws of the State of





Delaware without regard to its conflict of law principles. Customer consents to the exclusive jurisdiction of the state and federal courts of the State of Delaware, U.S.A., for determination of any claim or controversy between the parties and arising out of or relating to these terms and conditions of service and/or the performance of Repair Services by Wencor. In the event that Wencor shall engage an attorney or commence an action against Customer arising out of facts and circumstances related to these terms and conditions of service and/or the performance of Repair Services by Wencor, including, but not limited to, Customer's breach of any of its obligations hereunder, Wencor shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

**ARBITRATION & CHOICE OF LAW FOR NON-U.S. CUSTOMERS.** For any Customer not located within the United States, any dispute arising out of or in connection with terms and conditions of service and/or the performance of Repair Services by Wencor, shall be referred to and finally resolved by arbitration under the International Chamber of Commerce Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be New York, New York, U.S. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of the State of New York without regard to its conflicts of laws principles. Judgment on the dispute shall be in writing with written findings of fact and shall be final and non-appealable. Notwithstanding the foregoing, either party may seek an injunction or other equitable relief from a court of competent jurisdiction without having to submit to Arbitration. In the event that Wencor shall engage an attorney, commence an action against Customer for an injunction, or seek arbitration for a dispute with the Customer arising out of facts and circumstances related to these terms and conditions of service and/or the performance of Repair Services by Wencor, including, but not limited to, Customer's breach of any of its obligations hereunder, Wencor shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

**NOTICES TO WENCOR.** Any notice to Wencor (including its subsidiaries) shall be in writing and may be given to Wencor only by personal delivery to an officer of Wencor or its applicable subsidiary or by delivering a copy of such notice, addressed as follows to Wencor's corporate office at the following address: Wencor, 416 Dividend Drive, Peachtree City, GA 30269, Attn: General Counsel. Wencor may designate a different address for such notices to be given by giving written notice thereof to Customer.

**EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY.** In the event Customer claims that Wencor has breached any of its obligations in connection with the performance of Repair Services, then the Customer must contact and look solely to the entity (whether Wencor, LLC or one of its subsidiaries) that actually performed the Repair Services for recourse, and that entity shall, in its sole discretion, elect to repair the Product or to tender to the Customer the Repair Service price paid by Customer, which, in either case, shall be Customer's sole and exclusive remedy. Customer shall have no right of set-off or withholding against Wencor or its subsidiaries and/or affiliates, and no deduction of any amounts due from Customer to Wencor or its subsidiaries and/or affiliates shall be made without Wencor's prior, express written approval. There shall be no joint and several liability between Wencor and one or more of its subsidiaries and/or affiliates in connection with or related in any way to the performance or non-performance of any Repair Services for Customer. **THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH**



SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST WENCOR (INCLUDING ITS SUBSIDIARIES OR AFFILIATES) FOR CLAIMS RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF REPAIR SERVICES. IN NO EVENT WILL WENCOR (INCLUDING ITS SUBSIDIARIES OR AFFILIATES) BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS OR LOSS OF REVENUES, 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, WARRANTY, TORT OR, BY OPERATION OF LAW, OR OTHERWISE.

**CONFIDENTIAL INFORMATION.** The parties acknowledge that to perform the Repair Services and/or to fulfill the Order(s), one party may disclose to the other confidential and/or sensitive information ("Confidential Information"). The party disclosing information is referred to as the "Disclosing Party" and the party receiving information as the "Receiving Party." Confidential Information shall mean all information disclosed by the Disclosing Party to the Receiving Party which is non-public and either proprietary or confidential in nature and related to the Disclosing Party's business or activities including, but not limited to, financial, legal, technical, marketing, sales, designs, design construction, design concepts, specifications, manufacturing procedures, repair procedures, parts lists, test procedures, repair procedures, bills of material, identities of suppliers or vendors, performance data, and other business information, which is (a) marked as confidential at the time of disclosure; or (b) is unmarked (e.g., disclosed orally or visually) but is identified as confidential at the time of disclosure; or (c) due to the nature of the information or the circumstances of disclosure, would be understood by a reasonable person to be confidential. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity and the Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose except, in either such case, to the extent required for the use, operation, or maintenance of Customer's article to which the Confidential Information applies. The Receiving Party shall protect the Confidential Information with the same degree of care it exercises to protect its own confidential information (in no event less than a reasonable level of care) and limit disclosure to its employees, directors, officers, agents, advisors, subcontractors, consultants and representatives who have a need to know such information. Receiving Party's obligations to protect the Confidential Information will survive for two years after the completion of this of the Repair Services and/or fulfillment of the Order.

Notwithstanding the protection period expressed in this paragraph, the protections specified in this paragraph shall survive with respect to any Confidential Information which constitutes a "trade secret" for so long as such Confidential Information remains a "trade secret" under applicable law. These confidentiality obligations shall not apply to any information which: (i) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (ii) is or becomes generally available to the public other than through any improper or wrongful act or omission of the Receiving Party; (iii) is independently developed by Receiving Party; or (iv) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation.

If the Receiving Party is confronted with legal, governmental, or regulatory action to disclose Confidential Information it shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective



order or other relief it deems appropriate. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which must be disclosed according to the terms of the order, subpoena, or other compelling document and/or based on the advice of legal counsel. All Confidential Information shall remain the property of the Disclosing Party. Customer acknowledges that one or more of Wencor's affiliates is a registered investment adviser and that Wencor may be subject to routine examinations, investigations, regulatory sweeps or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Customer agrees that Wencor may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at the Customer, Wencor will notify the Customer (to the extent not prohibited by such authority or examiner or by applicable rule, regulation or law) as promptly as practicable following such request.

**SUCCESSORS AND ASSIGNS.** These terms and conditions of service shall be binding upon the parties and their respective successors and assigns; provided, however, these terms and conditions of service are not intended to confer rights against Wencor to any person other than Customer.

**NON-WAIVER.** Wencor's failure to enforce any provision of the terms and conditions of service or to protest any breach or default by Customer shall not be construed as a waiver of any Customer obligation or Wencor right provided under these terms and conditions or applicable law. No right or remedy of Wencor shall be deemed waived or released unless such waiver or release is in writing and signed by an authorized Wencor officer.

**ENTIRE AGREEMENT.** THESE TERMS AND CONDITIONS OF SERVICE CONTAIN THE ENTIRE AND THE ONLY AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PERFORMANCE OF REPAIR SERVICES AND ANY OTHER RELATED SERVICES AND SUPERSEDES ANY ALLEGED RELATED REPRESENTATION, PROMISE OF CONDITION NOT SPECIFICALLY INCORPORATED HEREIN. THE PROVISIONS OF THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED, EXCEPT BY A WRITTEN DOCUMENT SIGNED BY WENCOR.

Revised March 31, 2022

