



WENCOR TERMS & CONDITIONS OF PURCHASE

APPLICABILITY These Terms and Conditions of Purchase are applicable to purchases made by Wencor, LLC, and its subsidiaries (hereinafter “Wencor”), from its vendors and/or suppliers (hereinafter “Supplier”). Supplier agrees to be bound exclusively by these terms and conditions of purchase, notwithstanding Supplier’s terms and conditions of sale—whether or not supplied to Wencor at any time. Any term or condition submitted by Supplier in any manner, whether included on a quote, proposal, purchase order acknowledgement, invoice, 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 Supplier shall not be binding on Wencor unless Wencor expressly agrees to them in a writing signed by a duly authorized officer. Supplier acknowledges that acceptance of these exclusive terms and conditions of purchase is a material part of Wencor’s agreement to purchase goods or services from Supplier, and but for the exclusive application of these terms and conditions, Wencor would not agree to purchase such from Supplier. Notwithstanding anything to the contrary in Supplier’s quote, proposal, purchase order acknowledgement, invoice, or any ancillary documentation thereto, no act by Wencor, including, without limitation, placing an order, shall legally bind Wencor to Supplier’s terms and conditions of sale, in total or part. No failure by Wencor to object to Supplier’s terms and conditions shall constitute a waiver by Wencor of these terms and conditions of purchase.

ACCEPTANCE AND ACKNOWLEDGEMENT Any performance (partial or complete) on a purchase order (hereinafter “P.O.”) is deemed an acceptance, without exception, of the terms and conditions set forth on the face of or referenced in the P.O. (including, without limitation, FAR and DFAR clauses, quality requirements, and/or other flow-down requirements) and in these terms and conditions of purchase. Supplier shall not have any right to increase a price for any goods or services that are covered by an accepted P.O. To the extent any term or condition in a P.O. is inconsistent or conflicts with a term or condition herein, the terms and condition of the P.O. shall govern.

TIME OF PERFORMANCE Time is of the essence of Supplier’s performance, and Supplier shall strictly comply with delivery dates set forth on Wencor’s P.O.

CHANGES Wencor may at any time make changes within the general scope of the P.O. and Supplier shall comply therewith. Except as expressly provided for elsewhere, Wencor and Supplier agree that there shall be no adjustment in price or delivery schedule without a written change order to the P.O.

INVOICES AND PAYMENT TERMS Supplier will send a separate invoice and shipping notice for each shipment. Each invoice must show the Wencor P.O. number, part number(s), unit price(s), and quantities shipped or, as applicable, a complete detail of services provided. No charges shall be allowed for boxing, crating, packaging, or any other handling unless provisions are agreed to in writing. Delays in receiving an invoice, errors or omissions on an



invoice, or lack of supporting documentation required by the terms of the order will be cause for withholding payment (without losing any discount privilege). Invoices will be paid within sixty (60) days of receipt of a complete and accurate invoice.

PACKING All goods must be packed appropriately to arrive at destination without damage or as otherwise noted on the P.O.

DELIVERY Unless otherwise specified in Wencor's P.O., delivery of goods shall be FCA (Incoterms 2020), Supplier's facility, where Wencor shall be the "buyer" and Supplier shall be the "seller". Notwithstanding the foregoing, risk of loss to goods shall not pass to Wencor until receipt of the goods at Wencor's facility.

RECEIVING INSPECTION All goods will be received by Wencor subject to inspection, test, and rejection. Representatives of the Federal Aviation Administration and other regulatory bodies may inspect and test the goods to be furnished under these terms and conditions of purchase at the places where the work is being performed, including those of the Supplier's suppliers, and Supplier shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and test. If goods received are in non-conformance to specifications, drawings, or P.O., at Wencor's discretion goods may be (1) returned at Supplier's expense and all delivery charges paid by Wencor will be refunded by Supplier, (2) corrected, or (3) replaced at Supplier's expense, including transportation both ways. This clause shall not affect any of the rights or liabilities of the parties under the WARRANTY clause. The aforesaid in no way relieves Supplier of its responsibility to inspect and verify that goods in every way meet P.O., print, and specification requirements.

RIGHT OF ENTRY Wencor reserves the right to verify at Supplier's premises that goods and services meet requirements. The same right is reserved for Wencor customers and regulatory agencies as necessary and notified in writing.

WARRANTY Supplier warrants that all goods delivered under the P.O. will be merchantable, free from defect in materials and workmanship, and will conform to applicable specifications and drawings. Unless Wencor has provided the design, Supplier warrants that all goods delivered under the P.O. will be free from defective design and will be fit and sufficient for all purposes for which it is designed. Wencor's approval of designs furnished by Supplier shall not relieve Supplier of obligations under this warranty. Supplier warrants that all services performed will be free from defects in material and workmanship and will be performed pursuant to applicable technical data and Wencor's instructions (where applicable).

Supplier's warranties shall pass to Wencor and its customers. Without prejudice to any other remedy that Wencor may have, Wencor shall not be responsible for, and shall bear no expense for, any necessary correction due to faulty workmanship or materials, or due to faulty design unless such design was supplied by Wencor. Supplier further warrants that all



aircraft materials and/or components shall be furnished or serviced (as applicable) in compliance with all applicable Federal Aviation Authority or other applicable aviation authority regulations. All inspection records will be made available to Wencor upon request. Supplier further warrants that all goods supplied or services performed shall be in accordance with all applicable federal, state, and local laws including environmental protection and occupational safety and health.

CERTIFICATION Supplier shall provide certification meeting industry standards including manufacturer's certifications when appropriate, and any additional information or documentation requested by Wencor. Delivery of goods or services without complete and accurate documentation shall be considered delivery of a non-conforming good or service.

QUALITY CONTROL SYSTEM Supplier shall provide and maintain a quality control system acceptable to Wencor for all goods and services covered by the P.O. As a minimum, this system shall meet FAA, other applicable aviation authority, and/or other governmental requirements (all, to the extent applicable to the goods or services being purchased and for Wencor's or Wencor's customer's intended use of such goods and services). Inspection records shall be maintained for a minimum of seven years after delivery.

DELIVERY Shipments shall be made as specified and strictly in accordance with the delivery schedule of the P.O. All orders must be shipped via FedEx on Wencor's FedEx account, unless otherwise specified by Wencor. In the event that Supplier is unable to make the delivery by the date required on the purchase order, Wencor reserves the right to cancel or modify the P.O.

INDEMNIFICATION Supplier shall indemnify and hold Wencor, its successors and assigns and their direct and indirect customers and their respective directors, officers, employees, affiliates, agents, and invitees harmless from and against any and all losses, liabilities, damages and expenses (including reasonable attorneys' fees and other costs of defending any claim or action) which any of them may incur (by reason or on account of property damage, death, personal injury or otherwise) in connection with or relating to any actual or alleged: (i) claim of negligence, (ii) breach of representation and/or warranty, (iii) strict liability in tort, (iv) defect or fault in goods or services, or (v) other claim in connection with the performance of a P.O. or these terms and conditions of purchase.

Supplier agrees to indemnify Wencor and its customers against any liability including costs and expenses, for or by reason of any actual or alleged infringement of any patent arising out of the performance of any services by Supplier and/or the manufacture, use, sale, or disposal of goods or articles furnished under the P.O., except where such goods or articles would be normally non-infringing but are rendered infringing by reason of Supplier's compliance with Wencor's detail, design, stated requirement for specific structure, specifications and Supplier gives prompt notice of any claim of infringement related thereto.

RIGHTS AND RESERVATION Any technical information, drawings, ideas, plans, works of authorship, inventions, proprietary information, discoveries, patents, specifications, tools and other materials: (i) supplied to Supplier by or on behalf of Wencor, (ii) designed by Supplier at Wencor's expense, or (iii) designed specifically to meet Wencor-furnished technical requirements, is referred to herein as "Wencor's Property". Supplier agrees that it will not sell any of Wencor's Property or goods incorporating any of Wencor's Property or similar or interchangeable or substitute goods or parts thereof to anyone other than Wencor. All of Wencor's Property shall, as between Wencor and Supplier, remain the property of Wencor (or third-parties, as applicable) and shall be returned upon demand. Wencor makes no representation or warranty with respect to any of Wencor's Property. Supplier shall keep all Wencor's Property that is tangible and in the possession of Supplier safe and in good condition and shall bear the risk of loss with respect to such Wencor's Property. Supplier shall not use Wencor's Property except in connection with sales to Wencor. Any information disclosed by Wencor respecting Wencor's Property or the design, manufacture, sale or use of the goods ordered shall be deemed to have been disclosed as part of the consideration for these terms and conditions of purchase. The entire right, title and interest in and to any discoveries, inventions, ideas, knowledge or patents arising out of or in connection with the work performed by Supplier in connection herewith shall, as between Wencor and Supplier, vest in Wencor. All of the foregoing is considered "works made for hire" under U.S. law, and Wencor shall be the author of such works. If any such work is determined by a court of competent jurisdiction not to be a "work made for hire," these terms and conditions of purchase shall be deemed an irrevocable assignment by the author of such work to Wencor, of the copyright in the work and all related rights, title, interests and goodwill therein and in connection therewith throughout the world. During performance of these terms and conditions of purchase, Supplier shall not make changes in the design of goods covered by these terms and conditions of purchase. After completion of these terms and conditions of purchase if Supplier discontinues any products or makes any modifications in design at any time, Supplier guarantees that it will supply replacement parts for any goods ordered hereunder at then current prices for a period of at least five (5) years from the date of shipment. Supplier shall not sell to any third party any goods for which Wencor has provided design specifications or otherwise using or incorporating Wencor's Property. Supplier agrees not to disclose any of Wencor's Property to any third party and agrees not to, or assist any third party attempting to, reverse engineer, copy, or seek any manufacturing, design, production or repair approvals, including, without limitation parts manufacturer or similar approvals, using Wencor's Property.

CANCELLATION Wencor may cancel a P.O. in whole or in part at any time and from time to time with written notice to Supplier stating the extent and effective date of such termination. In the event of such a termination, Wencor shall pay to Supplier (A) the price set forth in the P.O. for all goods delivered and services rendered which have, as of that date, been accepted by Wencor and not previously paid for, (B) Supplier's actual (and documented) costs reasonably incurred, unless it appears that Supplier would have sustained a loss on the P.O. had it been completed. In no event shall the amount paid by Wencor to Supplier under this

clause exceed the total P.O. price as reduced by the amounts of payments paid to Supplier prior to the termination. Supplier shall take all necessary action to reduce and avoid costs incurred on the terminated work and, to the extent not terminated, shall continue to perform any work not affected by the termination. Should the work be governed by the Federal Acquisition Regulations ("FAR"), upon delivery of notice of termination under this clause, the rights of the parties will be governed by Subsection 52.249-2 of the FAR as in effect on the date of the P.O., which is incorporated into these terms and conditions of purchase by reference, provided, however, that: (w) all references to "1 year" in Paragraph (e) thereof shall be deemed to read "6 months", (x) Paragraph (j) thereof shall be deemed to require all disputes to be resolved pursuant to these terms and conditions of purchase, (y) the "90 days" time period in Paragraph (I) thereof shall be deemed to read "45 days", and (z) all references therein to the Government or the Contracting Officer shall mean Wencor or its designees (including the Government or its representatives if so designated by Wencor). Wencor shall have the right to audit all matters relating to any termination claim or any potential termination claim, and Supplier shall make available to Wencor on request all books, records, and information relating thereto.

DEFAULT Wencor may terminate a P.O. in whole or in part at any time and from time to time for Supplier's default if Supplier: (A) does not perform strictly in accordance with the terms of the P.O. and/or these terms and conditions of purchase or fails to make progress so as to endanger performance hereunder, or (B) becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Supplier under any state or federal law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Wencor except for completed goods which were, as of that date, delivered and accepted by Wencor. Wencor may require Supplier to transfer title and deliver to Wencor any or all property produced or procured by Supplier for performance of the work terminated and Supplier shall be credited with the reasonable value thereof not to exceed Supplier's cost or the contract price, whichever is less. Supplier will be liable for damages caused by or resulting from its default. If, after a default termination, it is determined that Supplier was not in default, the termination shall be considered to have been made pursuant to the "Cancellation" paragraph above. Termination of a P.O. for default shall be without prejudice to any other rights and remedies of Wencor under statute, common law, or otherwise. Wencor shall have the right to audit all matters relating to any termination claim or any potential termination claim, and Supplier shall make available to Wencor on request all books, records, and information relating thereto.

ASSIGNMENT Supplier shall not assign or sublet the work to be done hereunder without the prior written consent of Wencor, but this provision shall not restrict Supplier in the procurement of parts or materials. To the extent Supplier procures any parts or materials to be furnished hereunder, for which Supplier shall take full responsibility, Supplier agrees to require compliance with these terms and conditions of purchase by its suppliers or subcontractors as though such suppliers or subcontractors were Supplier.

COMPLIANCE WITH LAWS Supplier agrees and certifies that the goods and services to be manufactured or furnished hereunder have been and/or will be produced in compliance with all applicable laws, executive orders, rules and regulations, including, but not limited to, the U.S. Department of Labor Fair Labor Standards Act (FLSA), under Section 14 thereof, as amended, and the regulations and orders of the Occupational Safety and Health Act of 1970, as amended ("OSHA"). Assurance that the goods and services were so produced shall be given to Wencor by Supplier including a certificate to that effect in all invoices for the goods. The Contract Clause contained in Section 301 of Executive Order 10826 issued March 6, 1961, 26 F.R 1977 as heretofore or hereafter amended is hereby incorporated by reference and Supplier shall file compliance reports at such times and in such form and substance as may be prescribed by applicable rules or regulations. Supplier agrees to furnish information, within seven days of Wencor's request, regarding payment, offer, or agreement to pay "political contributions" or "fees or commissions" (as those terms are defined at 22 CFR 130) with respect to any sale by Wencor for which a license or approval is required from the Office of Defense Trade Controls, Department of State or any sale pursuant to a contract with the Department of Defense under Section 22 of the Arms Export Control Act (22 U.S.C. § 2762). Supplier shall comply with all applicable laws, rules, regulations and orders of the United States of America and any and all agencies thereof, including the Federal Aviation Administration. In connection with these terms and conditions of purchase and all transactions contemplated hereunder, Supplier agrees to comply with applicable Export Laws and Regulations of the United States and further agrees to comply with any and all export laws and regulations regarding the export and transfer of information. Supplier further acknowledges that the transfer of aircraft components or information may require an individual validated export license from the U.S. government in order to export, re-export, transship or otherwise provide same to a non-U.S. person (even if such person is in the U.S. at the time of receipt). Such persons include, but are not limited to, employees of either party who are not U.S. citizens and non-U.S. divisions and subsidiaries of either party. Supplier shall not export or otherwise transfer such covered components or information to a non-U.S. person without Wencor's prior written permission. These terms and conditions of purchase incorporate by reference and are subject to the following regulations of the Office of Federal Contract Compliance Programs, US Department of Labor. (i) 41 CFR §60-1.4 - Equal Opportunity Clause (race, color, religion, sex and national origin), (ii) 41 CFR §60-250.5 and 300.5 - Equal Opportunity Clause and Affirmative Action Clause for Applicable Veterans, and (iii) 41 CFR §60-741.5 • Equal Opportunity Clause and Affirmative Action Clause for Disabled Persons. Supplier shall conform to the applicable requirements of the forgoing and impose these requirements upon applicable subcontractors.

FAR and DFARS clauses, where applicable by their terms and/or monetary threshold, are incorporated by reference as if set forth in full text. The effective version of each FAR or DFARS clause shall be the same version as that which appears in Wencor's prime contract or subcontract. If any of the clauses are not applicable by their terms and/or monetary value, they shall be self-deleting. Within the clauses, it is understood that the term "contractor"



shall mean Supplier, the term "contract" shall mean this contract, and "Government", "Contracting Office", and equivalent terms shall mean Wencor.

ANTI-CORRUPTION In connection with the sale of goods or services to Wencor, Supplier 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.

VENUE SELECTION/CHOICE OF LAW FOR U.S. SUPPLIERS The purchase of goods or services by Wencor from Supplier shall be governed by the laws of the State of Delaware without regard to conflict of law principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. Supplier 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 purchase. In the event that Wencor shall engage an attorney or commence an action against Supplier arising out of facts and circumstances related to these terms and conditions of purchase, including, but not limited to, Supplier'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. SUPPLIERS For any Supplier not located within the United States, any dispute arising out of or in connection with these terms and conditions purchase 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 Supplier for an injunction, or seek arbitration for a dispute with the Supplier arising out of facts and circumstances related to these terms and conditions of purchase, including, but not limited to, Supplier'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 shall be in writing and may be given to Wencor only by personal delivery to an officer of Wencor or by delivering a copy of such notice, addressed as follows, at Wencor's main 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 Supplier.

LIMITATION OF LIABILITY WENCOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO PROPERTY, LOSS OF USE, LOSS OF CONTRACT, LOSS OF BUSINESS, OR LOSS OF PROFIT.

CONFIDENTIAL INFORMATION Except with Wencor's prior written consent, Supplier shall not use, duplicate or disclose any trade secret or other confidential information of Wencor (including trade secret or confidential information of Wencor's suppliers, vendors, distributors, customers, parents, subsidiaries, affiliates and/or agents) delivered or disclosed to Supplier.

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

NON-WAIVER Wencor's failure to enforce any provision of the terms and conditions of purchase or to protest any breach or default by Supplier shall not be construed as a waiver of any Supplier 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 PURCHASE CONTAIN THE ENTIRE AND ONLY AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PURCHASE OF THE PRODUCTS OR 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.

Sep 2022