

**APOLLO AEROSPACE COMPONENTS
TERMS AND CONDITIONS OF SALE**

1. **Orders and Acceptance** All orders for products and services are subject to Apollo's acceptance. Unless otherwise agreed to in writing by Apollo and Buyer, all sales transactions are expressly limited to the terms and conditions set forth below. **ALL TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO ADDITIONAL AND/OR DIFFERENT TERMS AND CONDITIONS) CONTAINED IN ANY OF BUYER'S PURCHASE ORDERS OR OTHER DOCUMENTS SUBMITTED BY BUYER ARE EXPRESSLY REJECTED AND SHALL NOT BE BINDING ON APOLLO. BUYER'S ACCEPTANCE OF SHIPMENT AND/OR PAYMENT FOR THE PRODUCTS CONSTITUTES ACCEPTANCE OF APOLLO'S TERMS AND CONDITIONS. ALL SALES ARE FINAL AND PRODUCTS CANNOT BE RETURNED WITHOUT APOLLO'S PRIOR WRITTEN CONSENT.**
2. **Quotations and Prices**. All quotations must be in writing and shall automatically expire on the expiration date noted or no later than ninety (90) days after issuance and are subject to withdrawal by notice within that period. Prices shown on published price lists and other literature issued by Apollo are subject to change without notice. Apollo's prices do not include shipping, installation, or final on-site adjustment. Prices are subject to adjustment by Apollo due to changes in raw material prices or currency exchange fluctuations. Any tariffs or other surcharges imposed by Apollo's supplier shall be added to the price of the products.
3. **Prepayment**. In the event that Apollo, deems Buyer's financial condition unsatisfactory, Apollo may require full or partial payment in advance. Upon Buyer's failure to submit full or partial payment upon request, Apollo may cancel or delay any or all orders.
4. **Terms of Payment**. Payment terms are net thirty (30) days from the date of Apollo's invoice, unless otherwise expressly stated on Apollo's invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof) or the maximum rate permitted by law.
5. **Taxes**. Apollo's prices do not include federal, state, or local taxes. Apollo shall bill as a separate invoice line item all such taxes, unless a tax exempt number is provided.
6. **Substitutions**. Apollo reserves the right to substitute the latest superseding design and manufactured equivalent product.
7. **Order Changes**. Requested changes to product orders are subject to Apollo's approval and acceptance. Buyer shall reimburse Apollo for all additional costs and expenses related to any such change, including, without limitation, the purchase of Apollo's inventory of products in accordance with section 27.
8. **Order Cancellation**. Orders for non-standard products and special items made to Buyer's prints or specifications are final and non-cancelable. Buyer's order for any standard, off-the-shelf product may only be cancelled prior to shipment with the agreement of Apollo and subject to the payment of a restocking fee of 20%.
9. **Shipping**. Products shall be shipped EX WORKS (Incoterms 2020) Apollo's facility, unless otherwise agreed. Any extra or additional charges or services rendered in transit or at the destination will be the responsibility of Buyer, including without limitation duties, subsidies, insurance, brokers fees and surcharges. Title and risk of loss or damage to the products shall pass to Buyer upon Apollo's release of the products to a carrier.
10. **Delivery**. All delivery/performance dates indicated on Apollo's documents are approximate and shall not be deemed to represent fixed or guaranteed delivery dates and are based upon the prompt receipt of all necessary information from Buyer regarding products and services ordered. If any shipment or delivery shall be delayed through any act or neglect of Buyer, the carrier or any other person, including sub-contractors and suppliers, or by any other labor difficulties, shortages of or inability to obtain shipping space or transportation, Apollo shall not be responsible therefor. Apollo will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for its failure to do so. In the event of any delivery delay caused by Buyer, Apollo will store and handle all products ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance and handling charges on or after the date on which the products are ready for delivery.

11. **Services.** Buyer grants to Apollo and its subcontractors the authority to enter the property upon which Apollo's services are to be performed. In the event that existing conditions attributable to Buyer cause an increase in Apollo's costs pertaining to the provision of services, then Buyer shall reimburse Apollo for such increased costs.

12. **Security Interest.** Until such time as Apollo is fully paid for product shipped, Buyer shall grant to Apollo a purchase money security interest in the products. Buyer will assist Apollo in taking necessary action to protect Apollo's security interest.

13. **Default.** Buyer shall reimburse Apollo for attorney's fees, court costs, and other expenses incurred by Apollo to collect past due payments, repossess product or otherwise enforce the terms and conditions stated herein.

14. **Warranty. THIS WARRANTY CONTAINS APOLLO'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.** (a) **Products.** Apollo warrants to Buyer that products sold by Apollo shall be free from defects in material and workmanship for a period of one (1) year from shipment date. (b) **Hydrogen Embrittlement:** There is inherent risk of delayed failure involved in using fasteners hardened to 390 HV and above, especially electroplating class 12.9. Evidence of this risk is documented in ISO 4042. Accordingly, Apollo disclaims any warranty and shall not be liable if Buyer makes the decision to select and purchase parts, whose properties, characteristics, and manufacturing processes result in a high susceptibility to hydrogen embrittlement. Supply of such parts shall be at Buyer's own risk and Apollo will be excluded from responsibility for any indemnities and express or implied warranty including implied warranty for merchantability or fitness for a particular purpose. (c) **Services.** Apollo warrants to Buyer that services performed by Apollo shall be performed in a good and workmanlike manner, consistent with industry standards. (d) **Buyer's Exclusive Remedy.** If Apollo's products or services fail to meet their respective warranty standard as set forth in this section, Apollo will at its sole option either: (1) refund the amount received by Apollo for defective products or services, or (2) replace any defective product free of charge, or (3) re-perform services of the type originally performed free of charge. The foregoing is contingent upon Apollo receiving Buyer's written notice no later than ten days following the expiration of the warranty period and Buyer either returning defective products or making them available for inspection, at Apollo's option. In the event Apollo determines the return of the product to be uneconomical, Apollo will either dispatch a service technician to the site to repair the product, or authorize the product to be scrapped, as appropriate. (f) **Limitation of Warranties.** (1) **EXCEPT AS PROVIDED IN THIS SECTION, APOLLO MAKES NO WARRANTY, EXPRESS OR IMPLIED INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.** (2) The warranty and remedy set forth herein does not extend to any product or service which has been misused, modified, repaired, improperly installed, or warranty claims that arise as a result of Buyer's design or improper application.

15. **Intellectual Property.** Apollo shall not be liable for any damages or costs arising from an alleged infringement resulting from the use of product provided by Apollo pursuant to prints, specifications or drawings provided by Buyer or any third party.

16. **Indemnity.** Apollo shall indemnify and hold harmless Buyer, its officers, directors, employees, agents, representatives and customers from any and all third-party claims, damages, losses or expenses, including reasonable attorney's fees, and amounts paid in settlements of claims or suits, for personal injury or death or property damages, to the extent such injury, death or damage is directly caused by the defective product supplied by Apollo. Buyer shall indemnify and hold harmless Apollo, its affiliated companies and their respective officers, directors, employees, agents, representatives, subcontractors and suppliers from any and all third-party claims, damages, losses or expenses, including reasonable attorney's fees, and amounts paid in settlements of claims or suits, to the extent such injury, death or damage is directly caused by Buyer's design of the products, or any negligence or intentional misconduct of Buyer. Any suit arising hereunder must commence within one (1) year from the date of the cause of action.

17. **Limitation of Liability. APOLLO SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL APOLLO'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE COST OF THE PRODUCT GIVING RISE TO THE CLAIM, AND APOLLO SHALL NOT BE LIABLE TO BUYER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF**

BREACH OF CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY).

18. **Insurance.** Each of Buyer and Apollo shall maintain the following types and amounts of insurance coverage: (a) worker's compensation: statutory requirements, (b) employer's liability: One Million Dollars per occurrence, (c) Comprehensive Liability (personal injury and product liability): One Million Dollars combined single limit per occurrence. Each party shall provide a certificate of insurance to the other upon receiving a written request to do so. Insurance coverage shall not be canceled or materially modified without 30 days prior written notice. Should any damage or loss occur for which a claim is made under Apollo's insurance, the parties agree to allocate payment of the policy deductible in accordance with the respective degrees of fault, following standard comparative negligence principles.

19. **Force Majeure.** Apollo shall not be liable for any delay or failure to perform to the extent caused by a force majeure event including but not limited to, fire, flood, extreme weather, explosion, war, acts of terrorism, riot, embargo, epidemic, pandemic or quarantine, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of any nature reasonably beyond the reasonable control of Apollo. The time for performance shall be extended by the duration of the force majeure event.

20. **Waiver.** No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to any continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any rights by the party having those rights.

21. **Severability.** Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed the remaining portion without including any such part or portion which may for reason be declared invalid.

22. **Governing Law.** If the Apollo entity issuing these Terms and Conditions is located in North America, the validity, interpretation and construction of this Agreement shall be governed by the substantive laws of the State of Ohio, USA, and each Party consents to the jurisdiction of the courts located in the city of Cleveland, in the state of Ohio. If the Apollo entity issuing these Terms and Conditions is located outside North America, the laws of the Country in which the Apollo entity resides shall apply to any dispute, and the location of any dispute shall be determined, by arbitration or litigation, to be conducted in the city where the Apollo resides. Each Party consents to the jurisdiction noted above and agrees it will not contest such jurisdiction or assert that such jurisdiction is not a convenient forum. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

23. **Entire Agreement.** The terms and conditions set forth herein constitute the complete and exclusive agreement regarding the subject matter of Buyer's order and Apollo's supply of products and services.

24. **Assignability.** Buyer shall not assign, or transfer its rights, duties, or obligations under these Terms and Conditions of Sale without the prior written consent of Apollo.

25. **Confidentiality.** As part of the business relationship between Buyer and Apollo, either Buyer or Apollo may come into possession of information or data that constitutes non-publicly known trade secrets, know-how, confidential information or data or are otherwise considered confidential or proprietary by the other party including, without limitation, pricing, financial condition, delivery capabilities, and technologies ("Confidential Information"). Buyer and Apollo each agrees to maintain such Confidential Information in the utmost of confidence; to use such Confidential Information solely in connection with such business relationship; and to take all measures necessary to protect such Confidential Information from disclosure to third parties. The obligations set forth herein shall survive termination or expiration of these Terms and Conditions of Sale. Each party shall be responsible for any breach of this provision by its officers, directors, affiliates, employees, agents and representatives. Nothing in these Terms and Conditions of Sale shall operate to require the disclosure of any Confidential Information from one party to the other, including, without limitation, the identity of any of Apollo's suppliers (who are not Buyer-directed suppliers) and any prints or drawings of Parts developed solely by Apollo.

26. **Termination**. Either party may terminate the order to which these Terms and Conditions of Sale applies by one hundred eighty (180) days written notice to the other party. Upon termination of the order, or upon removal of any product from the order for any reason, Buyer shall be liable for the purchase of Apollo's inventory of such product as set forth in section 27.

27. **Obsolete/Excess/MOQ/Long-Lead Time Inventory Obligation**. Apollo will have acquired products based on Buyer's forecasts, build/production rate projections and/or historical usage. Buyer agrees to purchase products that become obsolete or excess during the term of an ongoing supply arrangement between Apollo and Buyer, and in the event a product is removed from supply for any reason, and upon the expiration or termination of the supply relationship between Apollo and Buyer. Obsolete Inventory is defined as products which are discontinued due to an engineering change, elimination of production line or plant closure and/or have had no activity within the last six months. Excess Inventory is defined as products which have experienced a significant reduction in usage over the prior six-month period. Apollo will provide each Buyer plant periodically with part lists identifying Obsolete and Excess Inventory. Buyer will purchase Obsolete and/or Excess Inventory that Apollo has on-hand and on-order within 60 days of review up to a maximum of 90 days of domestic-sourced products and 180 days of imported products, based on the estimated annual usage of the products at the time of the last purchase by Apollo. Exceptions to the 90/180 days requirement may include certain products that have Minimum Buy quantities or Long Lead-Times, which require special treatment. For products that are subject to a Long Lead-Time or a Minimum Buy commitment by Apollo, to which Buyer has been notified, Buyer would be responsible for the balance of Apollo's inventory. Apollo agrees to play an active role in the investigating of all avenues of disposition through returning material to original manufacture or finding other end users for such material before the final disposition is given to Buyer.

28. **Compliance with Laws**. Most products offered by Apollo are obtained from multiple supply sources, located throughout North America and internationally. Many countries, provinces, states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Apollo attempts to ensure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how products conform to territorial codes or regulations.