

TERMS AND CONDITIONS OF SALE

These Terms are entered into between you and Apollo Aerospace Components, Limited, or, as applicable, its affiliate that operates the Services you use. The identity of the applicable contracting entity is disclosed on the relevant Service page, order form, or invoice. We may assign these Terms to an affiliate or successor upon notice to you.

1. **DEFINITIONS AND INTERPRETATION** - "**Buyer**" means the person, firm, or company identified as the purchaser on the Purchase Order. "**Delivery Date**" means the date specified in the Purchase Order for delivery of the Goods, or if no date is specified, within a reasonable time"; "**Goods**" means the aerospace electrical and hardware parts, materials, products, or other items to be supplied by Seller to Buyer as described in the Purchase Order; "**Purchase Order**" or "**PO**" means Buyer's written purchase order for Goods, which incorporates these Terms and Conditions; "**RMA**" means Return Merchandise Authorization issued by Seller; "**Seller**" or "**Apollo**" means Apollo Aerospace, LLC, or the contracting entity identified on the relevant Service page, PO, or invoice; "**Terms**" means these Purchase Order Terms and Conditions; "**Interpretation.**" Headings are for convenience only and shall not affect interpretation. Unless the context requires otherwise, words in the singular include the plural and vice versa.

2. **APPLICATION AND ACCEPTANCE** - These Terms apply to and are incorporated into every Purchase Order issued by Buyer to Seller and every sale of Goods by Seller to Buyer. Buyer's issuance of a Purchase Order constitutes an offer to purchase Goods subject to these Terms. Seller's acceptance of a Purchase Order, whether by written acknowledgment, commencement of performance, or delivery of Goods, constitutes acceptance of these Terms. These Terms, together with the Purchase Order, constitute the entire agreement between the parties with respect to the sale of Goods and supersede all prior or contemporaneous negotiations, representations, or agreements. Any terms or conditions contained in Buyer's Purchase Order or other documents that conflict with or are in addition to these Terms are hereby rejected and shall be of no force or effect unless expressly agreed to in writing by an authorized representative of Seller. No modification, amendment, or waiver of these Terms shall be effective unless in writing and signed by an authorized representative of Seller.

3. **PRICING AND PAYMENT TERMS** All prices are as stated in the Purchase Order acknowledgment or quotation provided by Seller. Unless otherwise specified in writing, all prices are: 1) In United States Dollars (USD); 2) Exclusive of all federal, state, local, and foreign taxes, duties, tariffs, and similar charges; 3) EXW (Ex Works) Seller's facility in accordance with Incoterms 2020, unless otherwise agreed in writing; and Subject to change as provided in Section 14. Unless otherwise specified in writing by Seller, payment terms are Cash in Advance ("CIA"). When credit terms are extended by Seller, payment shall be due within the number of days specified in the Purchase Order acknowledgment, calculated from the date of Seller's invoice. Buyer shall pay all sales, use, excise, value-added, and other taxes, duties, and charges imposed by any governmental authority on the sale, delivery, or use of the Goods, excluding only taxes based on Seller's net income. If Seller is required to pay any such taxes, Buyer shall reimburse Seller promptly upon receipt of invoice. All payments shall be made in United States Dollars unless otherwise agreed in writing.

4. **LATE PAYMENT AND CREDIT TERMS** - If Buyer fails to pay any amount when due, Seller shall be entitled to charge interest on the overdue amount at the rate of one and one-half percent (1.5%) per month, pro-rated for any partial months, or the maximum amount permitted by law, from the due date until payment is received in full. Such interest shall accrue daily and be compounded monthly. If any payment becomes overdue, Seller may, in its sole discretion and without prior notice: 1) Immediately place Buyer's account on hold; 2) Suspend performance of any outstanding Purchase Orders; 3) Withhold shipment of any Goods; and 4) Refuse to accept new Purchase Orders until all overdue amounts, including accrued interest, are paid in full. Buyer shall reimburse Seller for all costs and expenses incurred in collecting overdue amounts, including but not limited to reasonable attorneys' fees, court costs, and collection agency fees.

5. **DELIVERY AND SHIPPING** - Unless otherwise agreed in writing, all deliveries shall be EXW (Ex Works) Seller's facility in accordance with Incoterms 2020. Under EXW terms: 1) Seller shall make the Goods available to Buyer at Seller's premises or another

named place; 2) Buyer bears all costs and risks involved in taking the Goods from Seller's premises to the desired destination; 3) Buyer is responsible for arranging and paying for all transportation, insurance, export clearance, and import clearance; and 4) Title and risk of loss pass to Buyer when the Goods are made available at Seller's premises. If the parties agree in writing to delivery terms other than EXW, such terms shall be interpreted in accordance with Incoterms 2020 unless otherwise specified. Any delivery dates or lead times provided by Seller are estimates only and are not guaranteed. Seller shall use commercially reasonable efforts to meet estimated delivery dates but shall not be liable for any delays in delivery. Seller reserves the right to make partial shipments, and each shipment shall constitute a separate sale. Buyer shall pay for each shipment in accordance with these Terms. When Buyer is responsible for arranging transportation, Buyer shall provide Seller with complete shipping instructions in writing at least five [5] business days prior to the scheduled delivery date. If Buyer fails to provide timely shipping instructions, Seller may, at its option: 1) Store the Goods at Buyer's risk and expense; 2) Arrange shipping on Buyer's behalf and charge Buyer for all related costs plus a handling fee; or 3) Invoice Buyer for the Goods, with payment due immediately.

6. **SHIPPING TOLERANCE** - Seller may deliver a quantity of Goods that is plus or minus ten percent (+/- 10%) of the quantity specified in the Purchase Order (the "**Shipping Tolerance**"). Any delivery within the Shipping Tolerance shall constitute full and complete performance by Seller. Buyer shall pay for the actual quantity of Goods delivered, calculated at the unit price specified in the Purchase Order. If the quantity delivered is within the Shipping Tolerance, Buyer shall have no right to reject the Goods or claim any shortfall or overage. Delivery of a quantity within the Shipping Tolerance shall not constitute a breach of contract or give rise to any claim by Buyer for damages, price adjustment, or other relief.

7. **TITLE AND RISK OF LOSS** - Title to the Goods shall pass to Buyer upon the earlier of 1) delivery in accordance with the agreed Incoterms; or 2) payment in full for the Goods. Risk of loss or damage to the Goods shall pass to Buyer in accordance with the agreed Incoterms. Under EXW terms, risk passes when the Goods are made available to Buyer at Seller's premises. Notwithstanding the passage of risk, if title has not passed to Buyer, Seller retains a security interest in the Goods until payment is received in full. Buyer grants Seller a purchase money security interest in the Goods and authorizes Seller to file any necessary financing statements.

8. **INSPECTION, QUALITY, AND RETURNS** Buyer shall inspect the Goods immediately upon receipt. Buyer shall be deemed to have accepted the Goods unless Buyer notifies Seller in writing of any quality issues, defects, or non-conformities within fourteen (14) days of receipt of the Goods. Any notice of quality issues, defects, or non-conformities must: 1) Be in writing and delivered to Seller within the 14-day period; 2) Describe the alleged issue, defect, or non-conformity in detail; 3) Include photographs or other documentation supporting the claim; 4) Identify the Purchase Order number, part number, and quantity affected; and 5) State whether Buyer is requesting repair, replacement, or credit. If Buyer fails to provide written notice within the 14-day period as required by Section 8, Buyer shall be deemed to have irrevocably accepted the Goods and waived any and all claims related to quality, defects, non-conformities, shortages, or any other issues with the Goods. Upon receipt of a timely notice under Section 8, Seller shall have the right to inspect the Goods at Buyer's location or require Buyer to return the Goods to Seller for inspection, at Seller's discretion. If Seller determines, in its sole discretion, that the Goods are defective or non-conforming, Seller may, as its sole obligation and Buyer's exclusive remedy: 1) Repair the defective or non-conforming Goods; 2) Replace the defective or non-conforming Goods; or 3) Issue a credit or refund for the defective or non-conforming Goods. Buyer shall not return any Goods to Seller without first obtaining a Return Merchandise Authorization ("RMA") as provided in Section 9.

9. **RETURN MERCHANDISE AUTHORIZATION (RMA)** No Goods may be returned to Seller without Seller's prior written authorization in the form of an RMA number. Any Goods returned without a valid RMA number will be refused and returned to Buyer at Buyer's expense. To request an RMA, Buyer must: 1) Submit a written request to Seller within the 14-day period specified in Section 8; 2) Provide all information required under Section 8; 3) State the reason for the return; and 4) Await Seller's issuance of an RMA number before shipping any Goods. Seller may, in its sole and absolute discretion, approve or deny any RMA request. Seller is under no obligation to issue an RMA for any reason. If Seller issues an RMA, the RMA will specify: 1) The RMA number, which must be clearly marked on the outside of all return packages; 2) The shipping address for returns; 3) Any specific packaging or shipping requirements;

and 4) The deadline for returning the Goods. Unless the return is due to Seller's error or defective Goods (as determined by Seller in its sole discretion): 1) Buyer shall bear all costs of shipping, handling, insurance, and transportation for returned Goods; 2) Seller shall pass on to Buyer any costs incurred by Seller in connection with the return, including but not limited to restocking costs, inspection costs, and refurbishment costs; and 3) Seller shall charge Buyer an administrative fee of \$20 or 4%, whichever is greater, for processing the return. If Buyer returns Goods without a valid RMA or otherwise fails to comply with the RMA process: 1) Seller may refuse delivery and return the Goods to Buyer at Buyer's expense; 2) Seller may accept the Goods and charge Buyer for all costs incurred, including receiving, inspection, storage, and return shipping, plus an administrative fee of \$20 or 4%, whichever is greater; and 3) Buyer shall remain obligated to pay for the Goods in full. All returned Goods must be in their original condition, unused, and in original packaging. Seller reserves the right to reject any returned Goods that are not in acceptable condition and to charge Buyer for any diminution in value.

10. **WARRANTIES** - Seller warrants that the Goods will conform to Seller's published specifications (if any) at the time of delivery. This warranty is valid for a period of one (1) year from the date of delivery to Buyer. To make a warranty claim, Buyer must comply with the notice and RMA requirements set forth in Sections 8 and 9 herein. Seller's sole obligation and Buyer's exclusive remedy for breach of the warranty set forth in Section 10 shall be, at Seller's option, repair, replacement, or credit as provided in Section 8. The warranty in Section 10 does not apply to: 1) Goods that have been modified, altered, or repaired by anyone other than Seller; 2) Goods that have been subjected to misuse, abuse, neglect, accident, or improper storage or handling; 3) Goods that have been installed, used, or maintained in a manner inconsistent with Seller's instructions or industry standards; 4) Normal wear and tear; 5) Defects caused by Buyer's designs, specifications, or instructions; or 6) Goods purchased on an "as-is" or similar basis. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.a, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE GOODS WILL MEET BUYER'S REQUIREMENTS OR THAT THE OPERATION OF THE GOODS WILL BE UNINTERRUPTED OR ERROR-FREE.

11. **LIMITATION OF LIABILITY** - IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS; LOSS OF USE OR DOWNTIME; LOSS OF DATA OR INFORMATION; COST OF SUBSTITUTE GOODS OR SERVICES; CLAIMS OF CUSTOMERS OR THIRD PARTIES; OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller shall not be liable for any damages, penalties, costs, or expenses arising from or related to late delivery or failure to deliver Goods, regardless of the cause. Buyer's sole remedy for late delivery shall be to cancel the Purchase Order in accordance with Section 12, subject to applicable cancellation fees. SELLER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO ANY PURCHASE ORDER OR THE SALE OF GOODS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM. The parties acknowledge and agree that the limitations of liability set forth in this Section 11 are fundamental elements of the basis of the bargain between the parties and that Seller would not sell the Goods without these limitations.

12. **ORDER CANCELLATIONS AND RESCHEDULING** - Buyer may not cancel a Purchase Order without Seller's prior written consent. If Seller agrees to a cancellation, the terms of this Section shall apply. If Buyer requests cancellation after Seller has commenced work on the Purchase Order or within the lead time specified in the Purchase Order acknowledgment, Buyer shall pay Seller a cancellation fee equal to one hundred percent (100%) of the total purchase price for the Goods, including all costs incurred by Seller up to the date of cancellation. If Buyer requests cancellation before Seller has commenced work and outside the lead time, Seller may, in its sole discretion, agree to cancel the Purchase Order without penalty or charge a cancellation fee to cover administrative costs and lost opportunity. Buyer may not reschedule a Purchase Order without Seller's prior written consent. Seller may, in its sole and absolute discretion, agree to reschedule a Purchase Order on such terms and conditions as Seller deems appropriate, which may include: 1)

Charging Buyer for any costs incurred as a result of the rescheduling; 2) Adjusting the price to reflect current market conditions; 3) Requiring payment in advance or modified payment terms; or 4) Treating the rescheduling as a cancellation and new order, subject to the cancellation fees in Section 12. Seller is under no obligation to accept any cancellation or rescheduling request and may refuse any such request in its sole discretion.

Seller may cancel any Purchase Order at any time prior to shipment if Buyer breaches any provision of these Terms or the Purchase Order; Buyer fails to make any payment when due; Buyer becomes insolvent, files for bankruptcy, or has a receiver appointed; Seller is unable to obtain materials or components necessary to manufacture the Goods; or Performance becomes commercially impracticable or impossible. In the event of cancellation by Seller under this Section, Seller shall refund any amounts paid by Buyer for undelivered Goods, and such refund shall constitute Seller's sole obligation and Buyer's exclusive remedy.

13. **DOCUMENTATION AND CERTIFICATES** - Seller shall provide standard commercial documentation with each shipment, including packing lists and commercial invoices, at no additional charge. Seller shall provide a Certificate of Conformance ("**CofC**") for the Goods at no additional charge. Any documentation requested by Buyer beyond the standard documentation and Apollo CofC shall be provided at Buyer's cost, including but not limited to: 1) Manufacturer's Certificates of Conformance; 2) Material test reports; 3) Inspection reports; 4) Calibration certificates; 5) Export licenses or certificates; 6) Certificates of origin; 7) Third-party test results; or 8) Any other specialized documentation. Requests for additional documentation must be made at the time the Purchase Order is placed. Requests made after shipment may be subject to additional fees and delays. Seller shall use commercially reasonable efforts to ensure that all documentation is accurate and complete. However, Seller makes no warranties regarding documentation provided by third parties, including manufacturers and testing laboratories.

14. **PRICE CHANGES** - Seller reserves the right to change the price of Goods at any time and for any reason, including but not limited to: 1) Changes in the cost of raw materials, components, or labor; 2) Changes in currency exchange rates; 3) Changes in taxes, duties, fuel charges, or tariffs; 4) Changes in transportation or logistics costs; 5) Changes in market conditions; 6) Changes in Buyer's order volume or specifications; or 7) Any other factor affecting Seller's costs or business conditions. Seller shall provide Buyer with notice of any price change. Such notice may be provided by: 1) Updated quotation or price list; 2) Purchase Order acknowledgment reflecting the new price; or 3) Written notice by email or other means. Price changes shall apply to All new Purchase Orders received after the effective date of the price change; and any existing Purchase Orders that have not been acknowledged by Seller prior to the effective date of the price change. If Buyer does not wish to accept a price change for an existing Purchase Order, Buyer must notify Seller in writing within five (5) business days of receiving notice of the price change. If Buyer does not object within the specified time period, Buyer shall be deemed to have accepted the price change. If Buyer objects to the price change, Seller may, in its sole discretion agree to honor the original price; negotiate a mutually acceptable price; or cancel the Purchase Order without liability.

15. **FORCE MAJEURE** - Seller shall not be liable for any delay or failure to perform its obligations under these Terms or any Purchase Order if such delay or failure is caused by circumstances beyond Seller's reasonable control, including but not limited to: acts of god, including fire, flood, earthquake, hurricane, tornado, or other natural disasters; war, invasion, hostilities, terrorist acts, riot, or civil unrest; government orders, laws, regulations, or actions, including embargoes, sanctions, or import/export restrictions; pandemic, epidemic, or public health emergency; labor disputes, strikes, or lockouts; failure or delay by suppliers, manufacturers, or subcontractors; shortage of materials, components, labor, or transportation; utility failures or telecommunications failures; cyber-attacks or computer system failures; or any other cause beyond Seller's reasonable control (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, Seller shall: promptly notify Buyer of the Force Majeure Event and its expected duration; and use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable. Seller's time for performance shall be extended by the duration of the Force Majeure Event, plus such additional time as may be reasonably necessary to resume normal operations. If a Force Majeure Event continues for more than [60] days, either party may cancel the affected Purchase Order by written notice to the other party. In the event of such cancellation, Buyer shall pay Seller for all Goods delivered and all work performed prior to cancellation.

16. **COMPLIANCE WITH LAWS** - Seller shall comply with all applicable federal, state, local, and foreign laws and regulations in the manufacture and sale of the Goods. Buyer shall comply with all applicable laws and regulations in the purchase, import, use, and resale of the Goods, including but not limited to export control laws, sanctions regulations, anti-corruption laws, and customs regulations. Buyer acknowledges that the Goods may be subject to export control laws and regulations of the United States and other countries. Buyer shall not export, re-export, or transfer the Goods except in compliance with all applicable export control laws and regulations. Buyer shall indemnify and hold Seller harmless from any claims, damages, or penalties arising from Buyer's violation of export control laws. Buyer acknowledges that the Goods are intended for use in aerospace applications and may be subject to special regulations, including but not limited to Federal Aviation Administration (FAA) regulations, International Traffic in Arms Regulations (ITAR), and Export Administration Regulations (EAR). Buyer is solely responsible for ensuring that the Goods are suitable for Buyer's intended use and comply with all applicable regulations.

17. **INTELLECTUAL PROPERTY** - All intellectual property rights in and to the Goods, including but not limited to patents, copyrights, trademarks, trade secrets, and know-how, are and shall remain the sole and exclusive property of Seller or its licensors. Nothing in these Terms or any Purchase Order shall be construed as granting Buyer any license or rights to Seller's intellectual property, or the intellectual property of any subcontractor or supplier of Seller, except the limited right to use the Goods for their intended purpose. If Buyer provides Seller with designs, specifications, drawings, or other intellectual property for use in manufacturing the Goods, Buyer represents and warrants that Buyer owns or has the right to use such intellectual property and that Seller's use of such intellectual property will not infringe the rights of any third party. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to any claim that Seller's use of Buyer's intellectual property infringes the rights of any third party.

18. **CONFIDENTIALITY** - Each party may have access to confidential information of the other party in connection with the performance of these Terms. "**Confidential Information**" means any information disclosed by one party to the other party that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Each party agrees to: 1) Hold the other party's Confidential Information in strict confidence; 2) Not disclose the Confidential Information to any third party without the disclosing party's prior written consent; and 3) Use the Confidential Information only for the purpose of performing its obligations under these Terms. The obligations in Section 18 shall not apply to information that: 1) Is or becomes publicly available through no breach of these Terms; 2) Was rightfully in the receiving party's possession prior to disclosure; 3) Is rightfully received from a third party without breach of any confidentiality obligation; or 4) Is independently developed by the receiving party without use of the Confidential Information. If a party is required by law or court order to disclose the other party's Confidential Information, the receiving party shall, to the extent permitted by law, provide prompt notice to the disclosing party and cooperate in any effort to seek a protective order.

19. **GOVERNING LAW AND DISPUTE RESOLUTION** - For Seller entities headquartered in the United States, Canada, or Mexico, these Terms and any Purchase Order shall be governed by and construed in accordance with the laws of the State of Ohio, County of Cuyahoga, United States, without regard to its conflicts of law principles. For Seller entities headquartered outside the United States, Canada, or Mexico these terms and any Purchase Order shall be governed by and construed with the laws of England and Wales, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Each party irrevocably submits to the jurisdiction of such courts and waives any objection to venue. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR ANY PURCHASE ORDER. In any legal action or proceeding arising out of or related to these Terms or any Purchase Order, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

20. **GENERAL PROVISIONS**

- a. **Assignment.** Buyer may not assign, transfer, or delegate any of its rights or obligations under these Terms or any Purchase Order without Seller's prior written consent. Any attempted assignment in violation of this Section shall be void. Seller may assign, transfer, or delegate any of its rights or obligations without Buyer's consent.
- b. **Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.
- c. **Waiver.** No waiver of any provision of these Terms shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No waiver of any breach shall constitute a waiver of any other breach.
- d. **Survival.** The following provisions shall survive expiration or termination of these Terms and any Purchase Order: Sections 3 (Pricing and Payment Terms), 4 (Late Payment and Credit Terms), 8 (Inspection, Quality, and Returns), 9 (RMA), 10 (Warranties), 11 (Limitation of Liability), 17 (Intellectual Property), 18 (Confidentiality), 19 (Governing Law and Dispute Resolution), and 20 (General Provisions).
- e. **Relationship of Parties.** The parties are independent contractors. Nothing in these Terms or any Purchase Order shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- f. **Headings.** Section and subsection headings are for convenience only and shall not affect the interpretation of these Terms.
- g. **Entire Agreement.** These Terms, together with any Purchase Order, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. Any modification hereto shall only be permitted through mutual agreement.

END OF PURCHASE ORDER TERMS AND CONDITIONS