

Unless otherwise agreed to in writing, these Standard Terms and Conditions of Sale for Services (“Terms and Conditions”), together with those terms set forth in the Proposal and Work Order, as applicable, will comprise the entire agreement (“Agreement”) between the owner/operator of the aircraft, engines, or parts thereof, or their technical representative, chief pilot, or their director of maintenance (“Customer”) and StandardAero, each individually a “Party” or collectively the “Parties” for maintenance, repair, modification, and overhaul services (“Services”) on Customer’s aircraft, including airframe, engines, components, or parts thereof (“Equipment”).

1. **StandardAero Business Aviation Entities and Affiliates.** The following Terms and Conditions shall apply to any transaction for Services performed by the StandardAero Business Aviation entities and affiliates listed below, all collectively referred to as “StandardAero.”
StandardAero Business Aviation Services, LLC
StandardAero (Alliance), Inc.
Standard Aero Limited
Dallas Airmotive, Inc.
Dallas Airmotive Asia-Pacific Pte. Limited
Dallas Airmotive Manutenção de Motores Aeronáuticos LTDA
H+S Aviation Limited
Vector Aerospace Africa (Proprietary) Limited
Vector Aerospace International Limited
Western Jet Aviation, Inc.
each a StandardAero Company (“StandardAero”).
2. **General Procedure.** Customer’s shipment or delivery of their Equipment to any StandardAero facility for Services, without a prior Agreement, shall constitute Customer’s deemed acceptance of these Terms and Conditions and shall result in a binding Agreement authorizing StandardAero to initiate Services on Customer’s Equipment. StandardAero will perform Services on Customer’s Equipment, in accordance with the specifications listed in the Proposal. The Proposal (“Proposal”) identifies the pricing, rates, and commercial terms for the requested Services. StandardAero may use new, reworked, or serviceable parts, including those from StandardAero’s rotatable parts inventory to replace Customer’s repairable parts, which will be repaired by StandardAero at Customer’s expense. If such removed parts are later scrapped, condemned, or determined to be non-repairable, the parts will be disposed of at the current disposal rates and Customer will pay for the replacement part, unless otherwise covered by an applicable hourly maintenance program, less any applicable exchange fee previously paid. Title to parts and material furnished by StandardAero will pass to Customer upon incorporation into the Equipment, and simultaneously, title to the parts replaced will pass to StandardAero. When Services on Equipment are complete and Customer is notified (“Redelivery”), StandardAero will provide Customer with copies of all work records required by the applicable aviation authority (“Approved Aviation Authority”). StandardAero shall at all times during the performance of the Services, afford Customer and its Maintenance Representatives access to the premises at which the Services are being performed at StandardAero’s facility, with prior written notice during regular business hours, provided that Customer and/or its Maintenance Representatives provide required credentials. Customer and/or its Maintenance Representatives may be required to be escorted by StandardAero personnel at the StandardAero facility depending on circumstances or conditions required by that facility or airport.
3. **Proposal and Estimate Approval.** StandardAero may provide an initial Proposal document with respect to the Services requested. Following input of the Equipment, StandardAero will provide an Estimate with respect to the workscope for the Services requested and will disclose to Customer a description of the material condition of the Equipment and the workscope required to bring that Equipment into compliance with the OEM maintenance manual and relevant regulatory approvals, or to perform other requested Services (the “Estimate”). If in the course of performing the Services, should StandardAero need to modify the workscope, a revised Estimate will be provided to Customer as soon as reasonably possible. Customer must, within one (1) business day for airframe Services, or five (5) business days for engines and other Services after receipt from StandardAero, approve the Estimate or advise StandardAero why the Estimate cannot be approved. In the event Customer does not approve the Estimate, StandardAero has no obligation to perform Services and may reject any purchase order or repair order for Services that StandardAero is not authorized to perform under its applicable OEM authorization(s) or by the applicable aviation authority. If Customer fails to approve an Estimate, corresponding Equipment will be returned to Customer and Customer will be responsible for labor hours incurred, packaging, and shipment costs associated with the Equipment.
4. **Customer’s Maintenance Representative.** Customer may utilize a third party (“Maintenance Representative”) to manage the maintenance of its Equipment. By signing the Agreement, Customer or the Maintenance Representative certifies to StandardAero that the Maintenance Representative assigned to engage with StandardAero has and will continue to have full authority and power from Customer to issue orders, changes, directions, and authorizations regarding the Services relating to the Equipment, including but not limited to, the authority to: approve the Proposal and Estimate, including the quality, approve additional workscope and related expenses, and bind Customer for the payment of said items in accordance with the Terms and Conditions of this Agreement. Customer understands and agrees that the Maintenance Representative is acting on its behalf and Customer is bound to the Terms and Conditions of this Agreement. The Customer agrees that StandardAero can enforce this Agreement directly with the Customer, the Maintenance Representative, or both.

If a Maintenance Representative has been engaged by Customer to maintain and manage the Equipment, by signing the Proposal and Estimate, Maintenance Representative certifies to StandardAero that they have the authorization and power to bind Customer and the Maintenance Representative regarding all decisions related to the Equipment, including but not limited to issue orders, changes, directions, and authorizations regarding the Proposal and Estimate for Services relating to the Equipment, including but not limited to, the authority to approve the Services, including the quality, approve additional workscope and related expenses, and bind Customer and Maintenance Representative for the payment of said items in accordance with the Terms and Conditions of this Agreement. The Maintenance Representative agrees and understands that it is bound by the Terms and Conditions of this

Agreement and that StandardAero can enforce this Agreement directly with the Maintenance Representative, with Customer, or with both. In the case when Customer is acting through a Maintenance Representative, Customer shall indemnify StandardAero from and against any claims, damages, or losses (including without limitation reasonable attorney fees) resulting to StandardAero in connection with any lack of such authority or power being exercised by the Maintenance Representative on behalf of the Customer.

5. **Shipping and Delivery.** Shipping dates given are estimates and not guaranteed. Equipment to be serviced shall be delivered by Customer to StandardAero Delivered Duty Paid (DDP) StandardAero's facility (Incoterms 2020) that will perform the Services. Serviced Equipment shall be exported back to Customer under Delivered at Place (DAP) First Port of Entry (Incoterms 2020) that performed the Services and charges for freight and transit insurance shall be at Customer's expense. Customer shall return cores for exchange transactions to StandardAero's facility under DAP, with charges for freight and transit insurance to the account of Customer.

When StandardAero is shipping an empty container to Customer, StandardAero will comply with export regulations from the originating facility. If StandardAero exports Equipment in a StandardAero-supplied shipping container, Customer shall return the container to StandardAero within fifteen (15) calendar days of delivery of the container. The container shall be returned to StandardAero using DAP (Incoterms 2020) StandardAero's facility as directed by StandardAero. If the container is not returned to StandardAero within the 15-day period, Customer agrees to pay StandardAero \$100 USD for each day or partial day in excess of the 15-day period. In the event the container is not returned to StandardAero within forty-five (45) days of delivery, Customer agrees to pay StandardAero the then current replacement cost of the container. This is in addition to the previously assessed daily charge. Customer shall be responsible for all repairs to damaged containers.

StandardAero shall export StandardAero-owned tooling to Customer under DAP, Customer's facility. Customer shall export the tooling back to StandardAero using FCA (Incoterms 2020) StandardAero's facility as directed by StandardAero. Customer shall be responsible for all damage to or loss of tooling or tooling boxes during use or return shipment to StandardAero.

6. **Export/Import Governmental Regulations.** For United States ("U.S.") Exports and Imports, Customer will be the Exporter of Record ("EOR") and the Importer of Record ("IOR") of the Equipment, unless StandardAero otherwise agrees in writing. As EOR and IOR, Customer will be responsible for complying with the applicable country's export and import laws and regulations, and for obtaining all U.S. necessary export and import licenses and permits (including re-exports and transfers in country outside the U.S.), and for obtaining licenses and other authorizations for the export and release of Technical Data as defined in 22CFR 120.10 required by the International Traffic in Arms Regulations ("ITAR"), for the export and release of Technology as defined in 15CFR Part 772 required by the Export Administration Regulations ("EAR"), and for obtaining any other requirement by the Foreign Trade Regulations ("FTR"), the U.S. Office of Foreign Asset Controls ("OFAC"), and the U.S. Customs and Border Protection ("CBP"). For Routed Export Transactions ("RET"), in which a Foreign Principal Party in Interest ("FPPI") Customer has the primary foreign financial interest in the export transaction, Customer authorizes StandardAero to file the Electronic Export Information ("EEI") on their behalf. For ocean imports into the U.S., Importer Security Filing (ISF) is required to be filed no later than twenty-four (24) hours before the cargo is laden aboard a vessel at the foreign port of exit destined to the U.S.; therefore, Customer must provide all ISF filing data elements "Form 10+2" to StandardAero at least seventy-two (72) hours prior to cargo loading on the vessel at the foreign port of exit. Failure to provide accurate, complete or on time ISF data elements may result in fines up to \$5,000 USD per occurrence. CBP may also withhold release of cargo where an ISF was not filed. If the ISF information is not supplied in the time requested, all expenses incurred as a result will be at Customer's expense, including but not limited to any fines, delays, Storage, or demurrage costs. Customer will not dispose of USA-origin items furnished by StandardAero (including technical data) other than in and to the country of ultimate destination specified in the Proposal, government license(s), and authorization(s), except as law and regulation permit.

For non-U.S. StandardAero subsidiaries, to include: Brazil, Singapore, South Africa and United Kingdom exports and imports, Customer will be the Exporter and the Importer (or entity designated by each country to comply with their applicable export and import requirements, laws and regulations) of the Equipment, unless StandardAero otherwise agrees in writing. As Exporter and Importer, Customer will be responsible for complying with applicable countries' export and import laws and regulations and comparable U.S. export, re-export, release and import control regulations, and for obtaining all necessary export and import licenses and permits (including transfers in country), and for obtaining licenses and other authorizations for the export and release of Technical Data or equivalent as defined by each country. **For Brazil**, the Export Regulations and Governing Authorities are; (i) The Brazilian Electricity Regulatory Agency, (ii) The National Petroleum Agency, (iii) The National Sanitary Surveillance Agency, (iv) The National Nuclear Energy Commission, (v) The Army command, (vi) The SECEX's Subsecretariat of Operations for Foreign Trade, (vii) The National Department of Mineral Production, (viii) The Federal Police, (ix) The Brazilian Institute of Environment and Renewable Natural Resources, (x) The Ministry of Science and Technology, and (xi) The Ministry of Defense. **For Singapore**, Goods and technology that meet the technical specifications described in the Strategic Goods Control List are subject to controls under the Strategic Goods (Control) Act ("SGCA"). **For South Africa**, companies must register as an Exporter under the ITAC guidelines and the following legislation and provisions applies to an importer or exporter only in cases where an import and export permit is required: (i) International Trade Administration Act, 2002, (Act 71 of 2002) (ii) Customs and Excise Act, 1964, (Act 91 of 1964) (iii) Promotion to Administrative Justice Act, 2000, (Act 3 of 2000) and (iv) Promotion to Access to Information Act, 2000, (Act 2 of 2000). **For United Kingdom**, the Export Control Joint Unit ("ECJU") administers the United Kingdom's ("U.K.'s") system of export controls and licensing for military and dual-use items.

All Redelivered items (including technical data) shall at all times be subject to U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations and applicable United Kingdom and European Union Export Control Regulations.

7. **Prices/Payment.** If the repairs listed in StandardAero's Proposal or Customer's work request are to be covered by an applicable hourly maintenance program, StandardAero's Proposal or Work Order identifying the Services to be performed shall so indicate. If Customer elects to undertake any work that is not covered by an applicable hourly maintenance program, StandardAero's prices for Services will be stated in the Proposal in U.S. Dollars. For

such additional charges, a charge equal to 5% of the billed labor charges will be added to the final invoice to cover the cost of miscellaneous shop supplies and hazardous material disposal. This charge will apply to all airframe and engine Work Orders, not to exceed \$5,000 USD. Unless otherwise stated, this additional fee is not applicable to avionics, interior, and paint Work Orders. Any Service that is not priced in the Proposal, and not covered by an applicable hourly maintenance program, shall be invoiced at StandardAero's then current rates. Unless otherwise stated in the Proposal, all invoices are due upon Redelivery of the Equipment and shall be paid by wire transfer as stated on StandardAero's invoice, immediately available for use and without set-off. If Customer's account becomes delinquent, Customer will grant StandardAero commercially acceptable assurances of payment.

If Customer fails to pay within the stated terms, StandardAero may, at its sole discretion, consider Customer in material breach of the Agreement. Customer shall pay all reasonable Storage, preservation, attorneys' fees, expenses, and costs incurred by StandardAero in attempting recovery of any sum owed to it by Customer. The additional fees will begin to accrue if Customer has failed to pay any amounts owed within ten (10) days following notice to Customer to cure the delinquency in payment. Customer's failure to pay within the stated terms, may, at StandardAero's sole discretion, relieve StandardAero of any further performance obligations hereunder, including without limitation, any warranty obligations. If Customer has a good faith dispute of any invoice, in whole or in part, such good faith dispute will not relieve Customer's obligation to pay undisputed invoices and payment obligations in a timely fashion within the payment terms. All pricing and payment disputes or payment discrepancies must be identified by Customer within ten (10) days of invoice. All sums past due bear interest at the rate specified in this Agreement, or if no rate is specified, the maximum rate permitted by law.

Additionally, for Services not covered by an applicable maintenance service plan, StandardAero shall have a lien on all Equipment in its possession for all sums owed or owing to StandardAero. If said sums have not been paid by Customer within ninety (90) days of the date on which the sum was due, StandardAero shall have the right to file for foreclosure on the Equipment and to sell said property to satisfy the sum due, in addition to any other rights it may have at law or under the Agreement. If a lien may not be placed on Customer's property, StandardAero shall retain possession of Customer's asset(s) until such sums are paid. Customer shall indemnify and hold harmless StandardAero as to any claims, suits, and all associated costs in the event a third party claims an interest in the property sold.

8. **Taxes.** Other than income taxes StandardAero owes on monies earned, Customer agrees to pay all taxes including sales, use, excise, valued-added, services, consumption, or other taxes, (collectively "Taxes"), duties, tariffs, fees, charges, or assessments of any nature that are assessed or levied in connection with the Services, unless otherwise covered by an applicable hourly maintenance program. Taxes and tax exemptions on parts and Services may vary by US state law for the location at which the Services are performed. All prices are quoted excluding Taxes. Customer shall indemnify and hold StandardAero harmless from the payment or imposition of any tax or levy imposed on any articles sold, plus penalties, interest and reasonable attorney's fees connected with the imposition of any such tax or levy.
9. **Excusable Delay / Force Majeure.** Customer will excuse StandardAero from, and StandardAero will not be liable for, any delay in StandardAero's performance due to causes beyond StandardAero's reasonable control, including but not limited to: (i) war, warlike operations, armed aggression, terrorism, insurrection, riots, or sabotage; (ii) fires, floods, explosions, earthquakes, serious accidents, inclement weather; (iii) any acts of a government, governmental priorities, allocation regulations, or orders; (iv) acts of God or of the public enemy; (v) failure of or delays in transportation; (vi) epidemics, pandemics, quarantine restrictions, or other similar circumstances; (vii) inability to procure materials or parts, including unavailability of Original Equipment Manufacturer ("OEM") parts, suppliers, and subcontractors to furnish parts, labor or materials within normal delivery times; (viii) labor troubles causing cessation, slowdown, work stoppage or interruption of work; and (ix) delays of any type that are caused by Customer. In the event of such delay, StandardAero may invoice Customer for all completed Services. If Customer causes a delay, StandardAero may stop Services on Customer's Equipment, which may result in a greater day-for-day delay in the completion of Services, and the Equipment may be placed in Storage in accordance with Sections 21 – Risk of Loss / Redelivery and 22 – Storage / Abandonment.
10. **Work Stoppage.** If Customer causes any postponement or stoppage of Services, including Customer's delay of engine reinstallation by StandardAero's Mobile Service Team ("Work Stoppage"), Customer will be liable to StandardAero for any postponement costs associated with the Work Stoppage including but not limited to reasonable Storage fees, handling, inspections, preservation, travel, freight, and labor costs. Customer agrees that such postponement charges will be invoiced monthly and invoices are due and payable when received by Customer. Customer further understands that the Services will not be resumed until such invoices are paid in full. Upon lifting of the Work Stoppage, StandardAero will assess the impact to the Redelivery schedule and provide Customer with a new Redelivery date.
11. **Service Warranty.**

SERVICE WARRANTY

StandardAero warrants that for a period of one (1) year after the date of Redelivery, the Services performed by StandardAero will be free from defects in workmanship (the "Warranty"). A defect shall mean the failure of the Equipment to function in accordance with the Original Equipment Manufacturer's ("OEM's") or applicable airworthiness authority's requirements due to StandardAero's workmanship.

If the Services performed do not meet this Warranty, StandardAero will promptly, at StandardAero's option, either (i) re-perform the Services at a location StandardAero specifies or (ii) in instances where StandardAero has agreed in advance and in writing to arrange re-performance by a third party, or refund the repair price allocable to the re-performed Services. The Warranty period on any such re-performed Services will be the unexpired portion of the original Warranty. StandardAero will pass through to Customer any available manufacturers' parts warranties and will use commercially reasonable efforts to assist Customer with administration of such warranty claims. StandardAero will reimburse Customer for reasonable freight charges Customer incurs for return of the Equipment to the designated StandardAero facility for valid Warranty repairs. StandardAero will not reimburse costs of movement

of Customer's aircraft. This Warranty is exclusive and in lieu of all other warranties, including warranties of merchantability and fitness for a particular purpose. Except for StandardAero's gross negligence or willful misconduct, StandardAero will not be responsible for incidental, resultant, or consequential damages. *All other obligations and liabilities with respect to the repair or replacement of defects due to StandardAero's workmanship are hereby expressly disclaimed. This Warranty does not include, and StandardAero will not be liable for any other remedy or liability for diminution in value, incidental, or consequential damages of any kind, including but not limited to such damages resulting from a breach of contract or Warranty, alleged negligence or otherwise, damage to airframe or other property, costs or expense of operation of the Quick Engine Change Unit ("QECU"), accessory, or part or other Equipment, loss of the use of the aircraft, lost profits or revenue, cost of capital, cost of substitute Equipment, facilities or Services, downtime costs, collection costs, attorney's fees, damages of any type, or claims of Customer's buyers or other third parties for such damages, or any other loss, claim or demand of any description.*

WARRANTY LIMITATIONS AND EXCLUSIONS

The obligation of StandardAero under this Warranty is limited to the repair or replacement of the parts which failed due to defects in StandardAero's workmanship. In the event that life limited parts covered by this Warranty are damaged beyond repair, StandardAero shall only be obligated for the value of the remaining life of such parts.

CONDITIONS FOR WARRANTY COVERAGE

This Warranty is not assignable without StandardAero's prior written consent and is applicable only if, following Redelivery, the Equipment (i) has been transported, stored, installed, operated, handled, maintained, and repaired in accordance with Airworthiness Directives and the then-current recommendations of the Equipment manufacturer as stated in its manuals, Service Bulletins, or written instructions; (ii) has not been altered, modified or repaired by anyone other than StandardAero; and (iii) has not been subjected to accident, misuse, abuse, or neglect.

Warranty coverage may be denied if the engine, accessory, module, or part: (i) has not been maintained and operated in accordance with StandardAero's recommendations and the OEM's directives and instructions; (ii) has been altered or repaired outside StandardAero facilities; (iii) has been subjected to misuse, neglect, accident, improper handling or Storage, or damage from the elements. Warranty coverage may be suspended or invalidated, at StandardAero's sole discretion, if Customer is not in complete compliance and current with all payment and other contractual obligations stated in the Agreement.

New parts embodied by StandardAero during an overhaul or repair shall be subject to the OEM's new part warranty. StandardAero will assist Customer by administering new parts warranty claims with the OEM on behalf of the Customer in accordance with OEM warranty policies. StandardAero does not warrant new parts, Parts Manufacturer Approval ("PMA") parts, Customer supplied parts, nor parts embodied by or workmanship of other companies, except for workmanship performed at StandardAero's direction. StandardAero does not warrant, nor does it have liability for, failures caused by or related to parts embodied or Services performed by any other company or individual. StandardAero may assist Customer by requesting that StandardAero's suppliers' and subcontractors' warranties, with respect to parts embodied in or Services provided on Customer's engines, accessories, modules, or parts shall be extended to and be enforceable by Customer.

WARRANTY CLAIMS

To obtain Warranty coverage, Customer must discover defects in StandardAero's workmanship within the Warranty period and Customer must give StandardAero written notice no later than three (3) business days after Customer knew or should have known of the defect. The Equipment must be returned, shipping prepaid by Customer, to StandardAero no later than thirty (30) days after such notification is made. Customer must make any previously attached or related parts available to StandardAero upon request to assist in determining the cause of the defect. Warranty claims on Equipment that have been allowed, shall be returned to Customer at StandardAero's expense. If a Warranty claim is denied, the Equipment shall be returned to Customer C.O.D. and the cost of disassembly and reassembly to disclose the claimed defect and the cost of preparation of any technical report shall be borne by Customer at StandardAero's current applicable hourly rates.

The provisions of this Section 11 may be supplemented or superseded by separate warranty terms and conditions as agreed to in writing by StandardAero.

12. **Rental Assets (If applicable).** Customer may be entitled to receive an engine, APU, or component ("Rental Asset") when the Equipment is being serviced, subject to the execution of a Lease or Bailment Agreement ("Lease Agreement"), the terms of which shall control that transaction. StandardAero does not guarantee availability of Rental Assets for all transactions.
13. **StandardAero Indemnity.** StandardAero will indemnify Customer from third party claims for damage to, or destruction, or loss of any property, or any injury to or death of any person caused solely by StandardAero's willful misconduct or grossly negligent performance of the Services and for which, as a condition of such indemnification, Customer has promptly given written notice of such claim; provided however, StandardAero shall not be required to indemnify Customer for any claims arising from Customer's negligence or misconduct. The indemnification provided hereunder shall be Customer's sole and exclusive remedy for such third party claims. StandardAero shall indemnify Customer from and against all claims resulting in injuries or damages suffered by employees of StandardAero to the extent they arise from performance of the Services hereunder. The indemnity provided herein shall expire at such time the Equipment is serviced by any other service provider. StandardAero shall not be responsible for any loss or damage resulting from unit value, depreciation, or as a result of acts of Customer where such failure is due to causes beyond the control and without the fault or negligence of StandardAero. Nothing in this Agreement will affect StandardAero's liability under the United Kingdom's Unfair Contract Terms Act 1977 for death or personal injury caused by StandardAero's negligence.

- 14. Customer Indemnity.** Customer will indemnify StandardAero from third party claims for damage to or destruction of any property, including the Equipment, or any injury to or death of any person caused by Customer's use, operation, repair, maintenance, or disposition of the Equipment, or related to any negligent act or omission or breach of any other representation made by Customer under this Agreement, provided, however, Customer shall not be required to indemnify StandardAero for any claims caused solely by StandardAero's gross negligence or willful misconduct in its performance of the Services. Customer shall indemnify StandardAero from and against all claims resulting in injuries or damages suffered by employees of Customer and Customer's Maintenance Representative while on the premises of StandardAero.
- 15. Limitation of Liability.** The total liability of StandardAero shall not exceed the dollar value of the amounts paid by Customer for the Services provided under the Work Order giving rise to such claim. Neither Party shall be liable for exemplary, indirect, special, incidental, punitive or consequential damages including, without limitation, loss of use, lost profits, revenue or diminution of value whether as a result of breach of contract, warranty and any other claims at law or in equity including claims for fraud or tort regardless of how characterized and even if such Party has been advised of the possibility of such damages under or in connection with this Agreement. This limitation of liability shall not apply to instances of gross negligence or willful misconduct by StandardAero or to the indemnity obligations stipulated in this Agreement.
- 16. Customer Insurance.** If StandardAero is providing Services on Customer's Equipment, Customer shall, at its expense, procure, maintain and keep in full force and effect "all risks" Hull Physical Damage and Spares insurance, including War and Allied Perils, to protect the value of the Equipment and/or Rental Asset. Additionally, Customer shall, at its expense, for the same duration, procure, maintain and keep in full force and effect an aviation general liability and aircraft liability policy with minimum limits of \$200,000,000 USD per occurrence, and will name StandardAero as an additional insured. All Customer policies will be endorsed to waive any and all rights of subrogation against StandardAero and include a breach of warranty clause in favor of StandardAero. Before Services commence, Customer will provide StandardAero with Certificates of Insurance evidencing the above insurance coverages and providing that the insurance may not be cancelled without thirty (30) days prior written notice to StandardAero. Customer acknowledges that StandardAero is not liable for loss of Customer's aircraft or other damage to property, personal injury or death of any person, while the aircraft is in flight unless such occurrence is solely caused by a product or component improperly repaired by StandardAero under the terms of this Agreement. For purposes of this clause, the term "in flight" is defined as the time period commencing when the aircraft moves forward in taking off or attempting to take-off for air transit, while in the air and until the aircraft comes to rest after landing or, the landing run having been safely completed, and power is applied for taxiing. Furthermore, StandardAero shall not be liable for damage to the aircraft while in the care, custody or control of StandardAero if such damage was a result of an Act of God or reasons beyond the control of StandardAero unless such damage is due to the negligence or misconduct of StandardAero.
- 17. StandardAero Insurance.** StandardAero, at its expense, will maintain until Redelivery of the Equipment the following insurance coverage: Aviation Products Liability including Aviation Premises, Products and Completed Operations and Hangarkeepers Liability for a Combined Single Limit Bodily Injury and Property Damage in the amount of \$200,000,000 USD each occurrence (and annual aggregate limit in respect of products liability).
- 18. Confidentiality.** The Parties shall treat as confidential all provisions of this Agreement and any information disclosed by one Party to the other in furtherance of this Agreement, with the exception that the receiving Party may share information with its employees or designated Maintenance Representatives on a strictly need-to-know basis. (i) During the term of this Agreement, StandardAero and Customer may provide to each other information or data that either Party considers private, proprietary, competition-sensitive, or confidential in order to satisfy the requirements of this Agreement. "Proprietary Information", as used herein, shall mean any and all information, written, oral, electronically transmitted, graphic or in other form, that is provided and exchanged for consideration of current or future business opportunities, whether or not stamped or otherwise designated as confidential, and whether or not proprietary, conceptual or reduced to specific practices, such information may include, but is not limited to, pricing, work scope, warranty, products, processes, and the Terms and Conditions of this Agreement. (ii) The Parties shall protect the Proprietary Information received under this Agreement with the same degree of care as each Party takes to preserve and safeguard its own proprietary information, and such degree of care is reasonably calculated to prevent such inadvertent disclosure. Use of Proprietary Information by StandardAero or Customer shall be limited to the purposes contemplated by this Agreement or any Agreement referencing this Agreement and any amendments thereto. StandardAero and Customer further agree not to use the Proprietary Information for its own benefit or the benefit of another. (iii) The Parties agree that, in the event StandardAero or Customer uses the Proprietary Information contrary to the terms of this Section, the affected Party, in addition to any and all other remedies available to it, shall have the right to equitable relief, restraining or enjoining the causing Party from using any Proprietary Information in violation of the Terms and Conditions of this Section and to recover from the causing Party reasonable costs in enforcing this Section, including reasonable attorneys' fees. (iv) Neither the execution and delivery of this Agreement nor the delivery of any Proprietary Information hereunder shall be construed as granting either expressly or by implication, estoppel, or otherwise, any rights in or license to the Confidential or Proprietary Information not explicitly set forth herein. (v) Proprietary Information may be disclosed upon the written consent of the owner thereof, or pursuant to valid legal orders or governmental regulations or in connection with an action or proceeding brought to enforce or interpret this Agreement. (vi) StandardAero may provide information about the Equipment and the Services performed to the aviation authority(ies) and or to the OEM responsible for the Equipment to the extent required by the applicable aviation authority(ies) or by StandardAero's OEM authorization(s). (vii) The provisions of this Section shall survive termination or expiration of this Agreement.
- 19. Intellectual Property.** This Agreement does not give either Party the right to use the trademarks, patents, or other intellectual property of the other Party, or grant any rights to any intellectual property owned or licensed by a Party, or that which is first reduced to practice in performance of the Services.

- 20. Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice for breach of any material provision unless such breach is cured within the thirty (30) days. StandardAero may terminate this Agreement immediately if Customer (i) fails to make any of the required payments when due, (ii) makes any agreement with Customer's creditors due to Customer's inability to make timely payment of Customer's debts, (iii) enters into compulsory or voluntary liquidation, (iv) becomes insolvent, or (v) becomes subject to the appointment of a receiver of all or a material part of Customer's assets. Upon any such termination, Customer will not be relieved of Customer's obligation to pay for Services performed and Customer's Equipment may be placed into Storage.
- 21. Risk of Loss / Redelivery.** Risk of loss or damage to the Equipment will pass to Customer upon Redelivery. If Customer's Equipment cannot be Redelivered when ready due to Customer's (i) act or failure to act, including but not limited to, the failure to make payment (ii) refusal to accept Redelivery, or (iii) request that Redelivery not be made when otherwise ready, risk of loss shall pass to Customer upon the placement of the Equipment in Storage (whether stored in StandardAero's facility, parked or moved to any other Storage location). In such event, all reasonable expenses StandardAero incurs for activities such as, but not limited to, preparation for placement into Storage, handling, reasonable Storage fees, inspection and preservation will be due and payable on receipt of StandardAero's invoice. Customer will be liable for all insurance costs and will indemnify StandardAero for all costs associated with such Storage or parking, including delay, from Customer's failure to vacate an available slot in StandardAero's facilities.
- 22. Storage / Abandonment.** Any Storage fees provided for in these Terms are charged at \$500 USD per day. Any Equipment left in StandardAero's possession (i) for more than sixty (60) calendar days without Customer's approval for StandardAero to commence repair Services, or (ii) for more than ninety (90) calendar days following a Work Stoppage or cancellation of an order, or (iii) for more than sixty (60) calendar days following completion of Work, shall thereafter be deemed abandoned absent some alternative agreement in writing signed by StandardAero. StandardAero reserves the right to elect to continue to store the Equipment ("Storage") at Customer's cost or to recover unpaid balances, Storage costs, and/or repair costs by any means necessary, including sale of the Equipment to a third party in accordance with applicable law. Customer shall indemnify and hold harmless StandardAero against any claims or losses arising from any sale of Customer's abandoned property.
- 23. Dispute Resolution and Governing Law.** This Agreement shall be governed by the laws of the State of New York, (excluding its conflict of law provisions, the UN Convention on Contracts for the International Sale of Goods, and any laws which govern the validity, perfection, or creation of any lien or security interest hereunder, and the exercise of rights or remedies with respect of such lien or security interest for a particular item which will be governed by the laws of the applicable jurisdiction pertaining to liens). If the Parties are unable to amicably resolve any dispute within sixty (60) days, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a mutually agreed location. Either Party may take appropriate legal action as may be required for the enforcement of such arbitration award. If any dispute, controversy or claim arises out of or in connection with this Agreement ("Dispute"), the Parties shall first attempt, in good faith, to resolve the dispute through negotiation between their designated senior management representatives for a period of thirty (30) calendar days from the date of notice of the Dispute sent by one Party to the other Party ("Dispute Notice"). The Party sending the Dispute Notice shall, in such notice: (i) set forth the specifics of the Dispute in detail; and (ii) designate its senior management representative. The other Party shall, within five (5) business days after receiving the Initial Dispute Notice and by written notice to the initiating Party, designate its senior management representative and add any other issues or claims for resolution not identified in the Dispute Notice.
- (a) Subject to Paragraph (c) below, any Dispute that cannot be amicably settled by the Parties shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"), commencing with the filing of a notice of demand for arbitration by either Party following the conclusion of the thirty (30) calendar day period referenced in the paragraph above. Any arbitration will be conducted in accordance with the following: (i) if the Dispute involves a claim for damages totaling at least \$5,000,000 USD (combined with damages alleged in any counterclaim, cross-claim or third party claim but not including attorneys' fees or other costs associated with the resolution of the dispute), the Dispute is to be decided by three arbitrators appointed in accordance with the AAA Rules – all other claims are to be decided by one arbitrator appointed in accordance with the AAA Rules; (ii) the arbitrator has no authority to award punitive or other damages beyond the prevailing Party's actual direct damages and may not, in any event, make any ruling, finding, or award that does not conform to the Terms and Conditions of the Agreement; (iii) the arbitration award is to be in writing and is to specify the factual and legal basis for the award; (iv) the Parties are to share all fees and expenses of the arbitration equally, with the exception that each Party bears the expense of its own counsel, experts, witnesses, and preparation and presentation of submissions. (v) the arbitration is to be conducted in Phoenix, Arizona unless all Parties agree to a different location; and (vi) the arbitration is to be final and binding and may be entered in any court of competent jurisdiction. A Party's failure to make a timely demand for arbitration results in the forfeiture of all of the claims and issues that the Party identified in its Dispute Notice.
- (b) Subsequent to the filing of any demand for arbitration but prior to: (i) the selection of the arbitrator(s); and (ii) the commencement of discovery, the Parties must participate, in good faith, in a confidential mediation with a third party neutral mediator selected in accordance with the AAA Rules. The Parties are to share all fees and expenses of the mediation equally, with the exception that each Party bears the expense of its own counsel and preparation and presentation of submissions. The mediation is to be conducted in Phoenix, Arizona unless all Parties agree to a different location. All objections to jurisdiction and venue in Phoenix, Arizona are hereby waived. The Parties' participation in the mediation is without prejudice to any positions taken or evidence introduced during any subsequent arbitration proceeding.
- (c) The Parties may engage in the discovery following the close of mediation, in accordance with the following: (i) each Party may take three (3) non-expert depositions, each deposition limited to seven (7) hours; (ii) each Party may serve up to fifteen (15) requests for production of documents (including subparts); (iii) each Party may serve up to fifteen (15) interrogatories (including subparts); (iv) each Party may depose the other Party's expert witnesses following the production of the expert's written report, each such expert deposition limited to seven (7) hours; and (v) any additional discovery will be allowed only upon the written agreement of the Parties or upon an order entered by the arbitrator(s).

- d) Notwithstanding any of Paragraphs (a) – (c) above, either Party may, at any time: (i) seek from a court of competent jurisdiction, any equitable, interim or provisional relief if necessary to avoid irreparable injury; (ii) have recourse to any applicable lien rights, lien remedies, any lien enforcement procedures and/or any proceeding for replevin or repossession of property, without limiting this Clause (ii), any applicable lien notice or filing deadlines will continue to apply to the Parties; (iii) make and/or commence any demand, claim, suit or any other action, including in any court of competent jurisdiction, with respect to the collection of any overdue payment owing by the other Party; (iv) make and/or commence any demand, claim, suit or any other action, including in any court of competent jurisdiction, with respect to the Party's (or any third party's) intellectual property rights; and/or (v) have recourse to the termination right(s) specified in Section 20. For any of the actions listed herein in Clause (d), the prevailing Party shall be entitled to recover any associated legal fees and expenses.
- e) The existence and content of the Dispute, all dispute resolution proceedings and all statements made and documents provided or exchanged in connection with this dispute resolution process are confidential to the Parties and may not be disclosed by either Party to any third parties (other than outside counsel), except with the prior written consent of the other Party or pursuant to legal process.
- f) All procedural matters are to be governed by the Federal Rules of Civil Procedure unless the parties agree otherwise in writing.
- 24. Subcontracting.** StandardAero will not subcontract substantially all of the Services which StandardAero is able to perform; however, StandardAero has the right to subcontract any Service to any subcontractor that is properly certified by the Approved Aviation Authority and an approved StandardAero vendor. StandardAero will pass through to Customer all available warranties and use commercially reasonable efforts to assist Customer in administering any warranty claim.
- 25. Controlling Terms.** Any additional or different terms and conditions contained in Customer's order document that are not negotiated by the Parties are explicitly rejected by StandardAero without further notice of rejection and shall be of no effect nor under any circumstances binding upon StandardAero.
- 26. Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, except that Customer's consent will not be required for an assignment by StandardAero to one of StandardAero's affiliates.
- 27. Waiver of Immunity.** If Customer is incorporated or based outside of the country where the Services are performed, to the extent that Customer or any of Customer's property becomes entitled to sovereign or other immunity from any legal action, Customer waives Customer's immunity in connection with this Agreement.
- 28. Non-Waiver of Rights and Remedies.** Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers, including waiver of any breach. No waiver of any provision of this agreement is effective unless in writing and signed by both Parties.
- 29. Language, Notices.** All notices, correspondence, and documentation connected with this Agreement will be in English, given in writing, effective upon receipt, and provided to the addresses set forth in this Agreement, which may be changed by written notice. This Agreement may be translated into any other language, provided however, that in the event of any discrepancy, inconsistency, or conflict between the English text and the text in any other language, the English text shall prevail.
- 30. Severability.** Each provision of this Agreement is severable from the other. In the event that any such provision is declared by a court of competent jurisdiction to be unenforceable, the validity of the remainder of the Agreement shall not be affected. Headings in this Agreement are for the purpose of convenience only and shall not be used in the interpretation of any part of this Agreement. In this Agreement, the use of the singular includes the plural and vice versa and the use of any one gender includes all genders.
- 31. Ethics.** Customer acknowledges and confirms that all amounts paid or related to this Agreement shall be for actual Services rendered. Under no circumstances shall either Party, its employees, agents, or other person operating, accept, offer, promise, give, or agree to give any money, gift, loan, or other benefit or advantage, either directly or through intermediaries, to a public official, (or private person in the case of the U.K. Bribery Act), for that official, private person or third party, to exert influence, act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage under this Agreement.

As used herein, "Public Official" or "Government Official" includes, without limitation, (i) any official, employee, or agent of, or one who is in any manner connected with, any government or government entity, including any department, agency, instrumentality of any government, government-owned entity, or government-controlled entity, or any person acting in an official capacity thereof; (ii) any candidate for political office, any political party or any official of a political party; (iii) any director, officer, or employee of a public international organization (e.g., the United Nations, the World Bank, or the International Monetary Fund); or (iv) any member of a royal or ruling family.

Customer represents and warrants to StandardAero that it will comply with all laws of the country(ies)/territory(ies) where Customer operates which are applicable to the performance under this Agreement, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("U.K. Act"), the Corruption of Public Officials Act of Canada ("CFPOA") and the Organization for Economic Co-Operation & Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions (collectively "Ethics Legislation").

Nothing contained herein will require StandardAero to make any payment directly or indirectly under this Agreement, which in StandardAero's good faith determination violates or is inconsistent with the Ethics Legislation.

Unless otherwise approved in advance by StandardAero, the Parties represent and warrant that no agent, finder, or commercial intermediary was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, fees or other compensation by any person or entity claiming by, through or in connection with this transaction.

StandardAero prohibits the use of any indentured or forced labor, slavery, or servitude, and must comply with all relevant laws regarding the prevention of human trafficking and slave labor, including the U.S. Federal Acquisition requirements, and the California Transparency in Supply Chains Act of 2010, and any other relevant law such as the UK Modern Slavery Act.

- 32. Employee Solicitation.** Unless otherwise agreed to by the Parties in writing, during the term of this Agreement and for six (6) months thereafter, neither Party will, directly or indirectly, solicit for employment, offer employment to or employ or retain, whether as an employee, officer, agent, consultant, advisor or in any other capacity, any employee of the other Party who is or was actively involved in the provision of the Services under this Agreement. This restriction does not apply when the employee obtains information regarding the subsequent position through the public domain or independently without the hiring Party's direct solicitation.
- 33. Conflicting Provisions.** In the event of a conflict between these terms and conditions and any additional terms in StandardAero's Proposal or in the Estimate, these terms and conditions govern unless expressly stated otherwise. StandardAero expressly objects to and rejects any inconsistent or additional terms included in Customer's purchase order, repair order, or any other document Customer provides to StandardAero unless agreed to in writing. For certainty, the provisions in this Agreement govern if there is any conflict between this Agreement and Customer purchase order, or any other document, containing inconsistent or additional terms.
- 34. Entire Agreement.** This Agreement and its appendices constitute the sole Agreement between the Parties with regard to the subject matter herein and supersedes all other contracts, agreements or understandings, whether oral or written, of the matters herein, subject only to any written amendments consented to by both Parties, which specifically reference this Agreement. This Agreement or any modification may be executed by facsimile, electronic signature, or a signed, scanned document, and each facsimile, electronic, or scanned signature will be deemed to constitute a valid binding signature of the executing Party. Any fully executed copy bearing facsimile or scanned signatures will be deemed an original.