

These General Services Terms and Conditions for StandardAero or Associated Air Center ("Buyer") will be the only terms applicable to the provisioning of Services described in our Purchase Order and will comprise the entire agreement ("Agreement") for these Services.

1. DEFINITIONS. All capitalized terms shall have the meanings set forth below.

"**GOODS**" means the product supplied by Supplier.

"**ORDER**" means Buyer's request for an order which is subsequently issued on Buyer's purchase order if Supplier's quote is accepted by Buyer

"**SERVICES**" means labor, supervision, and related duties required by Buyer.

"**SUPPLIER**" means the party contracting to perform the work or delivery goods as applicable.

"**WORKS**" means the Goods and/or Services provided by Supplier.

2. TERMS AND CONDITIONS. These terms shall be applicable to all orders issued by Buyer. Supplier's written acknowledgment or Supplier's full or partial performance, whichever occurs first, will constitute acceptance of all terms and conditions contained herein. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree any of the terms of Buyer's Order is hereby objected to and rejected. Buyer's offer shall be deemed accepted by Supplier without said additional or different terms.

3. COMPENSATION, PAYMENT TERMS AND SET-OFF. (a) Compensation. Supplier shall be compensated by Buyer in connection with each order in the manner and in the amount specified in on Buyer's purchase order. Buyer will accept price changes only with prior written consent. The Supplier represents and warrants that the requirements listed on an Order have been reviewed and that the compensation and the time for completion specified in the purchase order are sufficient to establish the nature and complexity of the work. Supplier expressly waives any claim or defense that late or incomplete performance of the Work arises out of a misapprehension or mistake regarding the scope, nature or complexity of the Work. **(b) Payment Terms.** Buyer's standard terms of settlement shall be issuance of payment of the full invoiced amount to Supplier within seventy-five (75) days unless otherwise specified in the purchase order. **(c) Set-off.** Buyer shall be entitled to set off any amount owing from Supplier to any of Buyer's affiliated companies against any amount payable under an Order.

4. TIME Unless otherwise specifically defined, the term "day" shall mean calendar day. By accepting an Order, Supplier confirms that the time set forth in the purchase order is a reasonable period for performance of the Work set forth in the Order.

5. WORK ON PREMISES; ACCESS TO NETWORK. Supplier's Work performed under any Order which involves operations by Supplier on the premises of Buyer shall be subject to the following additional terms: (a) Supplier shall comply with all of Buyer's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such Work. Supplier shall maintain such public liability, property damage and employee's liability and compensation insurance as stipulated herein and upon Buyer's request provide Buyer proof of such insurance. (b) Supplier agrees that all of its employees whom may require access to Buyer's or its customer's premises or networks in order to perform Work pursuant to an Order shall execute a Consent Form for Buyer to perform a thorough Background Screening check, if required. It is Supplier's responsibility to obtain said form from Buyer and insure its employees complete said form. In the event Supplier is not able to complete Works due to the inability of its employees to comply with this provision, the agreement shall be terminated for default. (c) Supplier shall comply with any and all federal, state, or local anti-drug, alcohol abuse and/or drug testing statutes or regulations for any of its employees who may be covered by such statutes or regulations. Supplier shall have, retain, and be able to provide to Buyer, upon request, an approved drug and alcohol misuse prevention plan. (d) Supplier shall include this clause "Drug Testing and Security Checks" in any subcontract placed pursuant to a Buyer Order with a sub-StandardAero who will perform Work on Buyer's premises.

6. SECURITY AND CRISIS MANAGEMENT. The Supplier agrees to take all reasonable precautions to assure that Work carried on hereunder shall be protected against theft, destruction, or unauthorized disclosure. Supplier shall have and comply with a company security and crisis management policy. Upon Buyer's request, Supplier shall provide Buyer a copy thereof. Supplier shall revise and maintain the policy proactively, and as may be requested by Buyer, in anticipation of security and crisis risks relevant to Buyer's business. Buyer reserves the right to inspect Supplier's policy and to conduct on-site audits of Supplier's facility and practices to determine whether Supplier's policy and Supplier's implementation of the policy are reasonably sufficient to protect Buyer's interests.

7. REPORTS; RECORDS. Supplier shall maintain complete and accurate records in connection with the Work required under any purchase order. All charges for Works will be substantiated by proper receipts, bills of lading, time or other similar records. Supplier shall render progress reports as often as reasonably requested by Buyer, pertaining to the Work performed hereunder, showing goods delivered and incorporated in the Project and time expended daily by each of its personnel for each component of various projects both periodically and cumulatively. Such reports shall be in a form which will enable Buyer to evaluate

the progress made and the schedules to be met, and to keep a current account of time and monies expended upon each and every project

8. WARRANTY. Supplier warrants that Works to be performed pursuant to an Order shall be performed in accordance with the scope of work and obligations described herein and that said Works will meet the standards customarily provided by an experienced and competent organization rendering the same or similar services. Unless stated otherwise on the purchase order, the warranty will be effective for 12 months after completion of Works. Supplier shall replace, repair, re-perform any Works or refund the price thereof, at Buyer's sole discretion, that were not performed in accordance with the Order at no cost to Buyer.

9. INSURANCE. Supplier shall produce proof of evidence satisfactory to Buyer that the following insurance coverage is in place: General Commercial Liability in the amount no less than \$1,000,000.00 any one occurrence and in the aggregate for bodily injury and property damage. This General Commercial Liability Insurance coverage shall name Buyer as an additional insured and shall include endorsements for: Products and completed operation liability coverage; personal injury; contractual liability; and independent contractors' coverage. Workers' Compensation Insurance – At all times during the Agreement, Supplier will carry and maintain in full force and effect, Workman's Compensation Insurance as required by applicable law covering all personnel engaged in furnishing of services under this Agreement including Employers Liability Insurance.

10. INDEMNIFICATION. General Indemnity. Supplier shall defend, indemnify and hold harmless Buyer and all of its directors, officers, employees, agents and representatives ("Indemnified Party") from and against all claims, losses, loss of use, damages, attorney's fees, actions, liability, demands, judgments, costs and expenses arising from Supplier's untrue representations, Supplier's negligent acts or omissions, or from Supplier's failure otherwise to comply with the terms of a purchase order. **Patent Indemnity.** Supplier shall indemnify and save Buyer and its customers harmless from and against any expense or liability, including costs, fees and damages, arising out of any claim, suit or proceeding that the manufacture or furnishing of Works under this purchase order, or the use of such Goods (without modification or further combination) or sales of such Goods constitutes infringement of any patent, trade secret or copyright. If an injunction should issue, Supplier shall procure for Buyer and its customers the rights to continue using said Goods, or modify them in a manner acceptable to Buyer so they become non-infringing, or with the written approval of Buyer, remove said Goods and refund the purchase price.

11. TERMINATION. For Convenience. Buyer shall have the right, at any time, upon written notice to Supplier, to terminate all or any Works required by Buyer. Upon receipt of notice to terminate, Supplier shall cease all work and shall turn over to Buyer all completed Work and work in process, including all designs, drawings, specifications, plans, lists, and other material required or produced in connection with such Work. Buyer shall reimburse Supplier for Work completed to date in accordance with the terms of the purchase order. In the event Buyer wrongfully terminates an order for default, in whole or in part, such termination becomes a termination for convenience under this clause. **For Default.** Buyer may by written notice of default to Supplier (a) terminate the whole or any part of any Order in any one of the following circumstances: (i) if Supplier fails to perform within the time specified therein or any extension thereof; or (ii) if Supplier fails to perform any of the other provisions of these terms and conditions, or so fails to make progress as to endanger performance of any agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days after receipt of Buyer's notice or such longer period as Buyer may authorize in writing; and (b) upon such termination Buyer may procure, upon such terms as it shall deem appropriate, supplies or Services similar to those terminated, in which case Supplier shall continue performance of such Order to the extent not terminated and shall be liable to Buyer for any excess costs for Buyer's procurement of such similar Goods or Services. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion may elect (1) to extend the schedule and/or (2) to waive deficiencies in Supplier's performance, in which case an equitable reduction in the order price shall be negotiated. In the event Supplier for any reason anticipates difficulty in complying with the required schedule, or in meeting any of the other requirements of any Order, Supplier shall promptly notify Buyer in writing. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under any Buyer agreement.

12. TAXES AND BENEFITS. The responsibility on which party shall pay taxes shall be listed on the purchase order. In the event Buyer has the authority to purchase tangible personal property without payment of tax at the time of purchase, Buyer shall advise Supplier in writing and Buyer agrees to maintain adequate records of all purchases and pay tax on all taxable items directly to the appropriate tax agency. Supplier acknowledges and agrees that it shall be the obligation of Supplier to report as income, and pay all taxes upon, all compensation received by Supplier pursuant to an Order and Supplier agrees to

indemnify Buyer and hold it harmless to the extent of any obligation imposed on Buyer to pay any taxes or insurance, including without limitations, withholding taxes, social security, unemployment, or disability insurance, including the interest and penalties thereon, in connection with any payments made to Supplier by Buyer pursuant to an Order and for all Taxes imposed by any governmental authority with respect to any payment to be made by Buyer or any item to be delivered by Supplier to Buyer.

13. LABOR STANDARDS

(a) **U.S. Citizenship** Only U.S. Citizens, permanent resident aliens or those aliens authorized to be employed in the U.S. shall be permitted to work on Buyer's Orders. Supplier certifies to Buyer that it has verified that each individual assigned to work on any Order hereunder is legally entitled to work in the U.S. and has preserved such records as required by the Immigration and Naturalization Service. There may be jobs which require U.S. citizenship because of national security or exposure to classified information. In such cases, Buyer will separately identify each such job as requiring U.S. citizenship.

(b) **Labor Standards Act** By accepting any Order, Supplier represents that Works to be furnished hereunder, were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and unless otherwise agreed in writing, Supplier shall insert a certificate on all invoices submitted in connection with any Order stating that Works covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including section 12(a).

(c) **Nondiscrimination In Employment** Supplier will comply with Executive Order 11246 and the EEO clause as defined in 41 CFR 60-1.4(a) by not discriminating against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Supplier will also comply with the affirmative action clauses for veterans and handicapped workers as defined in 41 CFR 60-250 and 41 CFR 60-741 by not discriminating against any employee or applicant for employment because of physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam War.

(d) **Child Labor; Indentured Service.** Supplier represents, warrants, certifies and covenants that no Goods supplied or Services provided under this agreement have been or will be produced or performed using forced, indentured or convict labor, or the labor of persons in violation of the minimum working age laws of the country of manufacture, or in violation of minimum wage, hour of service or overtime laws of the country of manufacture or in violation of minimum wage, hour of service or overtime laws of the country of the country in which the Goods will be produced or Services will be performed.

(e) Suppliers outside the U.S. shall comply with all labor regulations in their jurisdiction.

(f) **Living Wage Ordinance [Los Angeles World Airport (LAWA) Contractors Only].** To the extent that Vendor is subject to the Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq., as may be amended from time to time) (the "Ordinance"), Vendor represents, warrants, certifies and covenants that Vendor is in compliance with the Ordinance at the time of execution of this Agreement and shall remain in compliance throughout the term of this Agreement. In the event that Vendor determines at any time during the term of this Agreement that Vendor is subject to the Ordinance, but is not in compliance with the Ordinance, Vendor agrees that it shall immediately notify StandardAero of such non-compliance and take such measures as may be necessary to achieve compliance with the Ordinance. Further, Vendor agrees to indemnify and save StandardAero and its customers harmless from and against any expense or liability, including costs, fees and damages, arising out of any claim, suit or proceeding that may arise as a result of Vendor's failure to comply with the Ordinance. Vendor acknowledges and agrees that failure to comply with the Ordinance is a material breach of this Agreement and StandardAero may terminate this Agreement in accordance with the provisions of Section 11, Default.

14. INTELLECTUAL PROPERTY. Except as specifically set forth in writing and signed by both Parties, Buyer shall retain control and ownership of all reports, analysis, inventions, designs and processes, or other intellectual property owned, controlled or possessed by Buyer prior to this purchase order and of all inventions, designs and processes, or other intellectual property, arising from the performance of Works.

15. GENERAL PROVISIONS.

(a) **Security Interests.** Supplier hereby waives represents and warrants that its Services or Goods provide will be free and clear of any and all security interests, liens, claims, charges and encumbrances of any nature whatsoever.

(b) **Confidentiality.** The Supplier agrees to treat as strictly confidential Buyer's information provided as a result of an Order. Such information shall not be disclosed to any other person or corporation, other than to employees of Supplier only as absolutely necessary, without the consent of Buyer. Supplier further agrees not to use Buyer's information to independently develop, reverse engineer or produce a product or service similar to or which imitates products or services which are the subject to Buyer's information.

(c) **Releases and Publicity.** No public release of information regarding this purchase order shall be made without the prior written approval of Buyer.

(d) **Compliance.** Supplier represents, warrants, certifies and covenants that it shall perform all Works required under this agreement in compliance with all applicable state and local laws, including, but not limited to environmental, health and safety laws and regulations. Supplier represents and warrants that it will use best efforts to prevent and minimize accidental releases of hazardous substances or constituents to the environment, as well as prevent and minimize risk of endangerment to human health or the environment from any manufacturing process. Supplier represents and warrants that in the event of a release or spill, it will use best efforts to mitigate actual or potential impacts to the environment or human health.

(e) **Independent Contractor.** It is understood that Supplier is an independent contractor of Buyer. Nothing in this agreement shall constitute Supplier an employee, partner, or agent of, or attorney for Buyer for any purpose. Nor is Supplier granted any right or authority to assume or to create any obligation or responsibility, whether express or implied, on behalf of or in the name of Buyer or to in any way bind Buyer. The Supplier shall not hold itself out as having any authority to bind Buyer.

(h) **Severability and Interpretation.** 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. 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.

(i) **Governing Law.** This agreement shall be governed by the laws of the State of New York without reference to its conflict of laws provisions. The Parties hereby consent to the exclusive jurisdiction of the courts of New York.

(j) **Disputes.** If any dispute arises with respect to the execution or interpretation of this Agreement, the parties shall attempt to settle their differences amicably. In the event the Parties fail to reach a mutual agreement, the dispute may be resolved by binding arbitration according to the Rules of Arbitration of the American Arbitration Association. Any arbitration shall occur in New York NY unless the parties agree otherwise.

(k) **Assignment.** This agreement may not be assigned or transferred to any person, firm, or corporation without the express, prior written consent of the other party, which consent will not be unreasonably withheld.

(l) **Force Majeure.** Neither party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including but not limited to strike, riot, war, fire, act of God, accident, plant breakdown not caused by the fault or neglect of such party, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body.

(m) **Limitation of Liability.** *In no event shall Buyer be liable for any incidental, consequential, exemplary, special, or punitive damages or expenses or lost profits under or in connection with an Order.*

(n) **Entire Agreement.** These terms and conditions constitute the entire agreement between the Parties with regard to the subject matter herein and supersede all other contracts, agreements or understandings of the matters herein subject, to include the issuance of any agreement or invoicing terms provided by Supplier.