



## Terms and Conditions of Sale

**1. TERMS AND CONDITIONS OF SALE.** The following terms and conditions shall govern all sales of products (“Products”) by Fastavia Ltd (“Fastavia”) and shall be applicable to, and deemed incorporated into, any quotation, sales order, customer purchase order, product release, product purchase and sale agreement, or similar document (each, an “Order”), whether or not expressly incorporated into such document, between Fastavia and a buyer of such products (a “Buyer”), each a “Party”, and together, “Parties”. These terms and conditions shall govern the Order and prevail over any terms and conditions that were included in the Order by the Buyer. Fulfillment of Buyer’s Order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these terms and conditions. Acceptance of the Order shall be deemed an acceptance of these terms and conditions and shall supersede, nullify and void any other terms, conditions, representations, understandings, in oral or written form.

**2. SHIPMENT AND DELIVERY.**

- (a) Products shall be delivered solely to Fastavia Premises.
- (b) Premium freight charges and/or expedite fees, if any, shall be paid by Buyer. However, Fastavia shall be responsible for such fees if they are not incurred at Buyer’s request or caused by Excusable Delays or Force Majeure as defined below.
- (c) Title to and all risk of loss or damage to the Products shall transfer to Buyer in accordance with the applicable Delivery Term detailed in Section 2(a) above.
- (d) A variance in the quantity of Products which is based on a weight count is deemed to be conforming and accepted if the count is within five percent (5%) of the ordered quantity. The sole remedy for any variance in the Product quantity shall be a credit applied to the Buyer’s account for the amount of such variance.

**3. ACCEPTANCE.** Products ordered from Fastavia shall be promptly inspected by Buyer and shall be deemed accepted by Buyer ten (10) days after the date of delivery to Buyer, unless a written notice of non-conformance or defect is received by Fastavia and such written evidence or other documentation as required by Fastavia prior to the expiration of such ten (10) day period.

**4. INVOICING AND PAYMENT.** Buyer shall pay all invoiced amounts due to Fastavia within net thirty (30) days after the date of invoice. All prices shall be expressed in, and payments hereunder shall be made with, agreed currency. In the event that a payment by Buyer to Fastavia is delinquent, Fastavia reserves the right to impose late charges, change delivery terms, reduce credit limits, suspend future shipments or immediately terminate this Order upon written notice to Buyer. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Fastavia, whether relating to Fastavia’s breach, bankruptcy or otherwise. In the event where a dispute exists between a conforming certification, meeting the Buyer’s required standards from an approved supplier, and secondary compliance testing results performed by the Buyer or their agents, the Buyer shall be required to accept the Product on a conditional basis until the disputed conditions are resolved between the Buyer and Fastavia’s supplier. Fastavia shall act on behalf of the Buyer to facilitate the resolution but shall not be liable for the disputed value of the Product.

The Buyer's obligation to pay Fastavia in full shall not be waived with respect to the disputed value of the Product.

**5. TAXES.** Taxes which are applicable to the sale of Products (sales, use or excise tax, value added tax, duties and similar Product-based charges) imposed by any governmental authority are the responsibility of Buyer. If an exemption is available, Buyer shall provide the required exemption document(s) to Fastavia.

**6. PRODUCT WARRANTY.**

(a) Fastavia warrants that it is capable of supplying the Products in accordance with the provisions of this Order. Fastavia further warrants, for a period of two (2) years after the date of delivery of Products to Buyer pursuant to Section 2 above (the "Warranty Period"), that such Products conform to drawings and specifications agreed to at the time of the applicable Order and are free from defects in material and workmanship.

(b) Fastavia shall not be responsible for any non-conformance to the foregoing warranty that is caused by: (i) handling, abuse, neglect or use of the Product following delivery pursuant to Section 2(a) above, (ii) any modification, repair or maintenance of the Product not authorized by Fastavia in writing, (iii) improper packaging or installation of the Product by Buyer or its customers; (iv) failure to comply with Fastavia's standard return procedures, (v) normal wear and tear of the Product, or (vi) Excusable Delays or Force Majeure.

(c) During the Warranty Period, provided that Buyer complies with Fastavia's standard return procedures, Fastavia shall, at its own cost, repair or replace in its sole discretion, any Product that does not comply with the warranty set forth in this Section 6. If Fastavia determines in its reasonable discretion that the returned Product does not comply with such warranty, Fastavia shall pay the cost of all shipping and insurance of the non-complying Product. All replacement Products shall be warranted for the remainder of the Warranty Period. If Fastavia promptly repairs or replaces a non-complying Product, then Buyer shall have no further claim against Fastavia based on breach of this warranty with respect to that particular non-complying Product.

(d) FOR THE AVOIDANCE OF DOUBT, BUYER'S SOLE AND EXCLUSIVE REMEDY PURSUANT TO THIS SECTION 6 SHALL BE TO EITHER (I) RETURN FOR CREDIT OR REFUND, OR (II) REQUIRE PROMPT CORRECTION OR REPLACEMENT OF ANY NON-COMPLYING PRODUCTS. EXCEPT AS SET FORTH IN THIS SECTION, FASTAVIA MAKES NO OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BUYER ACKNOWLEDGES AND AGREES THAT FASTAVIA IS SELLING THE PRODUCTS ON AN AS IS WHERE IS BASIS, WITH NO WARRANTIES WHATSOEVER INCLUDING ANY WARRANTIES SET FORTH IN ANY OTHER DOCUMENT OTHER THAN THE EXPLICIT WARRANTIES SET FORTH IN THIS SECTION 6.

**7. CANCELLATION, CHANGE OR TERMINATION.**

Any cancellation, change or termination of this Order, in whole or in part, is subject to Fastavia's prior written consent, and may be subject to restocking and/or cancellation charges and/or equitable adjustment.

**8. EXCUSABLE DELAYS AND FORCE MAJEURE.**

Each Party shall not be liable or responsible to the other Party, and shall not be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any obligations of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Party, including without limitation: strikes, boycotts, lockouts, labor disputes, embargoes, acts of God or nature, inability or delay in obtaining labor, products or reasonable substitutes thereof,

governmental restrictions, governmental regulations, governmental controls including inability to obtain an export license, judicial orders, enemy or hostile governmental action, civil commotion, terrorism, telecommunication breakdown or power outage, explosion, fire, flood, earthquake, hurricane, tornado or other casualty (each, an "Excusable Delay or Force Majeure"), then that Party's performance shall be excused. Any delay by a supplier of Fastavia shall not be deemed a delay or failure to perform by Fastavia. Buyer acknowledges that the aerospace hardware industry, and, in particular, manufacturers or certain products critical to Buyer's programs, are subject to significant capacity limitations which are beyond the reasonable control of Fastavia, which may impact the supply of Products. In the event that a Buyer Force Majeure continues for a continuous period in excess of thirty (30) days, Fastavia shall be entitled to give notice in writing to Buyer to terminate this Order.

**9. LIMITATION OF LIABILITY; INDEMNIFICATION.**

IN NO EVENT WILL FASTAVIA'S AGGREGATE, CUMULATIVE LIABILITY TO BUYER ARISING OUT OF OR RELATED TO THE ORDER EXCEED THE AGGREGATE PURCHASE PRICE OF PRODUCTS PURCHASED PURSUANT TO THE ORDER. FASTAVIA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE, CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF REVENUES, USE, POWER OR BUSINESS GOODWILL, INCREASED EXPENSES OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATED TO THE ORDER, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION APPLIES REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION, INCLUDING AS A RESULT OF THE TERMINATION OF THE ORDER. As may be limited by certain provisions of this Order, Buyer hereby indemnifies and agrees to defend and hold harmless Fastavia and its affiliates, and its and their respective officers, directors, employees, customers and agents from and against any and all losses, damages, deficiencies, awards, assessments, judgments, fines, penalties, costs, injuries, settlements, liabilities and expenses arising out of this Order which result from Buyer's gross negligence or willful misconduct. Each Party shall carry commercial liability, property and worker's compensation insurance, and maintain such insurance in force to cover potential liabilities in types and limits as would be commercially reasonable in similar circumstances.

**10. PATENT INFRINGEMENT.** Upon written request of Buyer, Fastavia shall assign and transfer its Product patent indemnification rights flowed down from its supplier and/or manufacturer. Fastavia does not and will not indemnify Buyer against third party claims that Product infringes any patent, trademark, trade secret, or copyright. THE REMEDIES OF BUYER PROVIDED IN THIS SECTION 10 ARE THE EXCLUSIVE REMEDIES AND IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES (EXPRESS OR IMPLIED), INDEMNITIES, OBLIGATIONS AND LIABILITIES OF FASTAVIA, AND RIGHTS AND REMEDIES OF BUYER AGAINST FASTAVIA RELATING TO ANY INFRINGEMENT.

**11. ASSIGNMENT.** Buyer shall not assign or transfer the Order or any of its rights or delegate any of its obligations under the Order, whether by contract, operation of law, or otherwise, without the express prior written consent of Fastavia. Any purported assignment, delegation, or transfer in violation of this Section 11 will be null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Subject to the foregoing, the Order in its entirety will bind each Party and its permitted successors and assigns.

**12. DISPUTE RESOLUTION.** The Parties shall attempt to resolve any dispute arising out of or relating to this Order promptly and in good faith. A Party shall provide written notice of the dispute to the other Party. Any dispute shall be referred to ascending levels of higher management. If the dispute is not resolved by the Parties within thirty (30) days from the date of the written notice, either Party may commence litigation in accordance with the relevant provisions set out in this Order. In no event shall Buyer commence any litigation arising out of or related to the Order more than one (1) year after the cause of action has accrued.

**13. APPLICABLE LAW; JURISDICTION.** The Order, and all disputes arising hereunder or related hereto, shall be governed by and construed in all respects by the laws of the State of California, without giving effect to any conflict of law principles that would require the application of the laws of a different jurisdiction. Each party hereby consents to exclusive jurisdiction in the state and federal courts in Los Angeles County, California in any suit, action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Order.

**14. JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE ORDER OR THE TRANSACTIONS CONTEMPLATED THEREIN OR RELATED THERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO OTHER PARTY OR ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY OR PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THE ORDER BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

**15. ENTIRE AGREEMENT.** Except as otherwise expressly agreed in a written and executed agreement, the Order constitutes the entire agreement between Buyer and Fastavia with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and Fastavia, whether written or oral, relating to the subject matter hereof. The terms of this Order shall prevail over any of Buyer's general terms and conditions of purchase, whether included in Buyer's Purchase Order or not, or other similar document or agreement that is inconsistent with or otherwise conflict with the terms of the Order, shall be without legal effect and are hereby expressly rejected. No amendment or modification of the Order shall be binding upon Fastavia unless set forth in a written instrument signed by Fastavia's duly authorized representative.

**16. CUMULATIVE REMEDIES.** The rights and remedies afforded to Fastavia pursuant to any provision of the Order are in addition to any other rights or remedies afforded by any other provision of the Order, by law, or otherwise.

**17. CONFIDENTIALITY.** All information disclosed by a Party to the other Party that is labeled as "confidential" or "proprietary" or, in the case of any oral or visual disclosures, confirmed as "confidential" or "proprietary" in writing within one month after the disclosure ("Confidential Information"), shall be maintained in confidence by the receiving Party using the same care and diligence that the receiving Party uses to protect its own Confidential Information, but in no case less than reasonable care. The receiving Party shall not disclose such information to any third person (other than any directors, officers, owners, shareholders, employees, agents, consultants, advisors, partners, affiliates or other representatives with a need to know such information in connection with the Order;

provided that the receiving Party shall ensure that any such person is made aware of the provisions of this Section 15 and complies with the provisions hereof or otherwise agrees to confidentiality undertakings at least as burdensome as the provisions hereof) without the disclosing Party's prior written consent, and shall not use such information for any purpose other than the performance of its obligations or enforcing its rights under the Order. The receiving Party shall promptly return or destroy any such information upon disclosing Party's request. The obligations contained in this Section 15 do not apply with respect to information (a) that is either in the public domain at the time of disclosure or becomes part of the public domain after disclosure other than through a breach of this Section 15; (b) that is lawfully obtained from a third party who did not supply such information in breach of any duty of confidentiality owed to the disclosing Party; (c) which is developed independently by the receiving Party without reference to any information covered by this Section 15, as supported by the receiving Party's written documentation; or (d) which is required to be disclosed by law or at the direction of any court or governmental authority. In the event that a receiving Party is required by law or the direction of any court or governmental authority to disclose any such information of the other Party, if permitted by applicable law, such Party shall promptly notify the other Party and use reasonable efforts to assist the other Party (at the other Party's expense) in preserving the confidentiality of such information consistent with applicable law.

#### **18. GENERAL.**

(a) Any notice or communication permitted or required hereunder will be in writing. If any provision of the Order (including these Terms and Conditions) is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way.

(b) A Party's failure to insist upon strict performance of any provision of the Order, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect a Party's right to enforce any other provision or right herein.

(c) When used in the Order, the term "including" means "including without limitation," unless expressly stated to the contrary. The language used in the document is deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against a Party.

(d) In the event of a conflict between these Terms and Conditions and any other document, the order of precedence shall be as follows: (a) these Terms and Conditions, (b) any written purchase and sale agreement between the Parties, (c) drawings and specifications, and (d) other mutually agreed to reference documents.

**19. COMPLIANCE WITH LAW.** Each Party shall comply with all applicable international, supranational (including European Union), national, Federal, state, and local laws, statutes, rules, regulations, and ordinances. Buyer shall comply with the following regulatory requirements:

The Parties understand that any commodities, technical data, and software (if any) (collectively, "Items") and services delivered or provided by Supplier to Buyer under this Order may be subject to the provisions of (a) the Export Administration Act of 1979 (50 U.S.C. §§ 2401- 2420) and the Export Administration Regulations (15 C.F.R. Parts 730-774) promulgated thereunder; (b) the Arms Export Control Act of 1976 (22 U.S.C. §§ 2751-2779) and the International Traffic in Arms Regulation (22 C.F.R. Parts 120-130) promulgated thereunder, (c) EU Council Regulation (EC) 428/2009 (as amended), (d) the UK Export Control Act 2002 the UK Export Control Order 2008 and any other orders issued pursuant to the Export Control Act 2002 and (e) other international, supranational (including European Union), or national laws and

regulations, including embargoes, sanctions and other restrictive measures, which regulate the export, re-export, transfer or provision of goods and services to third countries (hereinafter, "Export Control Laws and Regulations"). The Parties acknowledge that these laws and regulations impose restrictions on the export, re-export, transfer and provision to third countries of certain Items and services, including the transfer of certain Items to foreign nationals in the United States or other applicable jurisdiction, and that licenses from the U.S. Department of State, the U.S. Department of Commerce, the Export Control Organization of the UK Department of Business, Innovation and Skills or other competent governmental authorities may be required before such Items or services can be exported, re-exported, transferred, or provided, and that such licenses may impose further restrictions on use of such Items or services. Buyer agrees to comply with the Export Control Laws and Regulations concerning the export, re-export, transfer, or provision of Items and services (if applicable) delivered by Supplier under this Order.

To the extent any Items or services procured by Buyer under this Order are subject to the Export Control Laws and Regulations, Supplier shall provide in a form satisfactory to Buyer a certification as to whether: (a) the Items or services are subject to any Export Control Laws and Regulations, including but not limited to the U.S. State Department's International Traffic in Arms Regulations, (22 C.F.R. Parts 120-130), and EU Council Regulation (EC) 428/2009 (as amended) and (b) if so subject, certification as to the applicable U.S. Munitions List (USML) category; or, if they are not so subject, certification as to whether items are subject to the U.S. Commerce Department's Export Administration Regulations, 15 C.F.R. Parts 730- 774, and if so subject, certification as to the applicable Export Control Classification Number (ECCN) or applicable classification number in respect of the EU Dual-Use List, or other applicable export control list for each Item or service.