CHROMALLOY

GENERAL TERMS AND CONDITIONS OF SALE (NORTH AMERICA)

1. Terms and Conditions: These terms and conditions of sale (hereinafter the "Terms and Conditions") cancel and supersede any and all terms of sale pertaining to component repairs, new parts manufacturing, maintenance and overhaul related services for gas turbine engines (the "Products and Services") (and any supplements thereto) previously issued by **Chromalloy Gas Turbine LLC, its divisions and subsidiaries** ("Chromalloy") to any person or entity purchasing Products and Services (hereinafter "Buyer"), and are subject to change without advance notice. Buyer and Chromalloy may be referred to herein individually as a "Party", or collectively as the "Parties". The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Products and Services sold and shipped to Buyer on and after **May 23, 2024**, and shall remain in effect unless and until superseded in writing by Chromalloy. Acceptance of an order for Products and Services by Chromalloy shall be deemed to constitute a binding agreement between the Parties pursuant to these Terms and Conditions and Buyer agrees that its purchase order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Chromalloy. Any communication construed as an offer by Chromalloy and acceptance thereof is expressly limited to the Terms and Conditions. Acceptance of Chromalloy's Products and Services shall be deemed to be acceptance of the Terms and Conditions. These Terms and Conditions may not be waived, canceled or modified except by a writing executed by Chromalloy, and in the event of any conflict, contradiction, or ambiguity between these Terms and Conditions in respect of the Products or Services and any attachments hereto, then these Terms and Conditions shall prevail over attachments or other writings.

2. Terms of Payment; Lien: Unless otherwise agreed in writing, Buyer shall pay Chromalloy the agreed purchase price in cash, in full, in United States of America ("U.S.") dollars for transactions involving a U.S.-based Chromalloy entity and local currency for all other Chromalloy divisions and subsidiaries, within **thirty (30)** days from the date of invoice, without set-off, counterclaim, recoupment or other withholding; provided, however, that Chromalloy may, in its sole and absolute discretion, require cash in advance payment terms upon notice to Buyer thereof. Prices and payment terms herein are not subject to discount, rebate or modification unless agreed to in writing by Chromalloy. All components delivered to Chromalloy for repair shall be subject to a serviceability Inspection. Chromalloy reserves the right to charge an inspection fee for any such components whether the Product is determined to be serviceable, repairable or beyond economic repair.

Further, for U.S. domestic transactions, in order to secure the payment and performance of the Obligations of Buyer to Chromalloy, Buyer hereby grants to Chromalloy a security interest in the Collateral and all substitutions, products and proceeds of the Collateral. This security interest shall continue until payment and performance in full of the Obligations. Buyer hereby authorizes Chromalloy, at its option, to file Uniform Commercial Code Financing Statements in such jurisdictions and with such indication of the Collateral as deemed necessary by Chromalloy to perfect its security interest. Chromalloy is entitled to all remedies of a secured party upon default under the Uniform Commercial Code, in addition to all other rights provided by contract and by operation of law. Buyer agrees to execute any additional instrument or document considered necessary by Chromalloy to perfect its security interest in the Collateral. The rights granted and available to Chromalloy as a secured party under the Uniform Commercial Code are in addition to, not in lieu of, any other creditor rights and remedies afforded to creditors under applicable law all of which are reserved to Chromalloy.

In the event of default by Buyer, all unpaid Obligations owed to Chromalloy shall, at Chromalloy's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to the foregoing, and not in limitation thereof, Chromalloy shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Chromalloy.

If any Buyer credit account purchase is not paid in accordance with Chromalloy's credit payment terms, in addition to any other remedies allowed in equity or by law, Chromalloy may suspend performance, delivery and/or refuse to make further shipments of Products and Services without advance payment by Buyer or terminate the Terms and Conditions and any purchase order to which they apply. Any cost incurred by Chromalloy in accordance with such suspension (including storage costs) or termination shall be payable by Buyer upon submission of Chromalloy's invoices. Performance of Chromalloy's obligations shall be extended for a period equaling the period of Buyer's non-fulfillment of any portion of the payment terms herein, whether or not Chromalloy suspends performance, and such additional time as may be reasonably necessary under the circumstances.

Chromalloy shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until Chromalloy receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less.

Any payment received from Buyer may be applied by Chromalloy against any Obligation owing by Buyer to Chromalloy under this or any other contract, regardless of any statement or condition appearing thereon or referring thereto or regardless when and in what order the Obligations was incurred.

In addition to Chromalloy's other remedies, Buyer agrees that title to any Buyer-owned products in Chromalloy's possession shall immediately pass to Chromalloy if Buyer has any amount overdue by more than one hundred twenty (120) days.

For purposes of this Section 2, the term "Obligations" shall mean (i) all amounts owed by Buyer to Chromalloy arising under and pursuant to these Terms and Conditions and including, but not by way of limitation, any purchase order, work order, receipt, supplement, addendum or service contract with respect to Products and Services sold or provided at any time to Buyer (collectively, the "Terms and Conditions Documents") and including any taxes, interest due, or indemnification obligations thereunder, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and (ii) the performance of all covenants of Buyer to Chromalloy under and pursuant to the Terms and Conditions Documents.

For purposes of this Section 2, the term "Collateral" shall mean all equipment and inventory, including but not by way of limitation, all parts, tools, materials and components, sold or leased to Buyer by Chromalloy pursuant to the Terms and Conditions Documents and all Buyer-owned products consisting of equipment or inventory, including but not by way of limitation, all parts, tools, materials and components (collectively, "Buyer Parts") delivered to Chromalloy on which the Products and Services are performed regardless of whether such Buyer Parts remain in the possession of Chromalloy, whether hereafter arising or hereafter acquired and wherever located, together with all products, proceeds and substitutions for all of the foregoing.

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3. Price Adjustment: All prices are subject to change at Chromalloy's discretion. The price for Products and Services shall also be equitably adjusted to reflect additional costs incurred by Chromalloy resulting from any: (i) change in standards and regulations after the date of Chromalloy's proposal to Buyer which affect the Products and Services; (ii) change required to comply with applicable regulatory, legal or industrial requirements after the date of Chromalloy's proposal to Buyer; (iii) increased or additional taxes or other governmental charges, freight rates (including any freight surcharge), insurance rates (including war risk) or duty/tariffs rates; (iv) change in exchange rates; (v) change in the mutually agreed upon specifications after the date of Chromalloy's proposal to Buyer; (vi) increase in raw material, precious metals, energy or labor costs after the date of Chromalloy's proposal to Buyer; or (vii) Excusable Delay (as hereinafter defined). Buyer shall advise Chromalloy of requirements affecting the Products and Services resulting from the applicability of any laws, rules or regulations in the location where the Products and Services will be installed. Reasonable adjustments will be made to the delivery date, performance evaluation criteria and performance dates as may be appropriate to comply with the foregoing. The amount of any price adjustment as computed by Chromalloy shall be conclusive. All price increases or adjustments shall become effective immediately upon notice to Buyer by Chromalloy and included in any purchase order following such written notice. A full, revised written set of price quotations will be delivered to Buyer by Chromalloy when prices are adjusted, and the adjusted prices will be applicable to purchase orders received after the revision date of such adjustments. If Buyer does not agree to any pricing adjustment as contemplated herein, Chromalloy reserves the right to immediately cancel any part or all of an affected purchase order, without penalty or liability to Buyer. Pricing adjustments contemplated by this Section 3 shall be separate from and exclusive of any annual pricing escalation agreed upon by and between Chromalloy and Buyer.

4. Taxes and Duties: Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charges and export documentation charges resulting from the purchase of any Products and Services. In addition, in the event any other tax is determined to apply to Buyer's purchase of any Products and Services from Chromalloy, Buyer agrees to indemnify and hold Chromalloy harmless from and against any and all such other taxes, duties and fees. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products and Services shall be paid by Buyer or, in lieu thereof, Buyer shall provide Chromalloy with a tax exemption certificate satisfactory to the applicable taxing authority evidencing that no such tax is due and payable upon such sale, transfer, lease or use of the Products and Services.

5. Title, Transportation and Delivery: Buyer shall pay for any and all transportation costs to deliver parts or components for repair services to the designated Chromalloy facility in accordance with the applicable purchase order acknowledgment, quotation and applicable Incoterm. Buyer shall ship all parts or components on which it desires to have Chromalloy perform Services DAP (Incoterms 2020) to the appropriate Chromalloy facility (for the purposes of this DAP delivery, the Buyer shall be considered to be the "Seller" and Chromalloy shall be considered to be the "Buyer"). Buyer shall include any special instructions applicable to the parts or components in its purchase order. Each delivery from Buyer to Chromalloy shall include a commercial invoice with the following information: (i) detailed description of the items being shipped (including part or component description and engine platform); (ii) quantities and weight of the shipment both net and gross weight; (iii) value of the shipment both net value and gross value in United States Dollars; (iv) first six digits of the HTS Classification; (v) Country of Origin; (vi) Importer of Record ("IOR") details including Economic Operators Registration and Identification ("EORI") number; (vii) the applicable Incoterms (should match those set forth in any purchase order); (viii) final destination; (ix) the Export Control Classification Number/US Munitions List category of the items being shipped; (x) the export license number applicable to the items being shipped (indicate "NLR" if no license is required); (xi) all commercial invoices must be written in English or have an English translation attached; and (xii) Customs Clearance Instruction Statement should be noted on all Commercial Invoices; "UPS Brokerage at jfkdocturnover@ups.com" should always be included in the "Notify" section of the AWB/CI. Unless otherwise stated in writing, for all shipments, all prices and delivery are FCA (Incoterms 2020) Chromalloy facility, wherein Customer shall be considered to be the "Buyer" and Chromalloy shall be considered to be the "Seller". Title to all components delivered to Chromalloy for repair shall remain with Buyer or Buyer's customer, as applicable. Title and all risk of loss or damage to manufactured parts and other parts sold by Chromalloy shall pass to Buyer upon delivery, as per Incoterms 2020, subject to Chromalloy's rights as an unpaid vendor, including stoppage in transit. Delivery of any installment of Products and Services within thirty (30) days after the date specified therefor shall constitute a timely delivery. Transshipments and partial shipments shall be allowed, at Chromalloy's option. In case of partial shipments, each lot shall be regarded as a separate and independent contract. The date of the bill of lading (or the receipt by a common carrier) and the description of the goods in a quality certificate or similar document shall be accepted as conclusive of the date of shipment and of the quantity, weight and quality of Products and Services. Buyer shall furnish Chromalloy with necessary instructions for packing, marking and/or other arrangements, if any, in time for preparation or shipment of the Products and Services. If Chromalloy has not timely received any express instructions relating to the manner of shipment, such particulars shall be arranged by Chromalloy in its sole discretion. Any claims for loss, damage or delay in transit must be entered and prosecuted by Buyer directly with the carrier that is hereby declared to be the agent of Buyer. Buyer acknowledges that any delivery dates provided by Chromalloy are estimates and do not represent a firm delivery commitment. In the event a delivery delay is caused by Buyer, including without limitation, Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Chromalloy may extend the date of shipment for a reasonable time without incurring any liability. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Chromalloy, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **CHROMALLOY SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LOSS OF USE (IN EACH CASE WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL) INCURRED OR SUFFERED BY BUYER DUE TO A DELAY IN ANY DELIVERY**. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment.

6. Excusable Delays: Chromalloy will not be liable for any failure and/or delay in performance of these Terms and Conditions or the purchase order to which they apply due to causes beyond its reasonable control and without its fault or negligence including, but not limited to (each an "Excusable Delay"): war (declared or undeclared); terrorist or public enemy acts; fires; floods; acts of God; industry-wide strikes, work-to-rule actions, go-slows or other labor problems; embargoes, sanctions or customs issues; delays in export approvals or licenses or other restrictions or limitations imposed by the United States Government or any other jurisdiction with respect to export control policies; unavailability of equipment, materials or services; supply chain delays; freight forwarding or shipping delays or errors; epidemics; pandemics; quarantine restrictions; government mandated shut down orders; governmental acts or governmental rules, regulations, orders or instructions including, without limitation, from the U.S. Department of Transportation, Federal Aviation Authority ("FAA"), European Aviation Safety Agency ("EASA") or other airworthiness authorities' policies, directives or procedures or changes thereto; the period of time that (i) a component is awaiting engineering disposition by Buyer or the original equipment manufacturer ("OEM"), (ii) Chromalloy is awaiting complete information or data from Buyer on a component delivered for repair, or (iii) Chromalloy is delayed due to OEM or other vendor failure to provide required detail parts, raw materials or other parts; and, such other unforeseeable circumstances beyond the control of Chromalloy. The Parties agree that an Excusable Delay does not excuse any payment due from one Party to the other.

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Should any government refuse to issue export licenses or should it otherwise institute restrictions which prohibit export of Products and Services to Buyer for any reason, all work-in-progress will be immediately halted, Buyer will be notified and, subject to payment for completed work, such Products and Services (where applicable) will be delivered to Buyer at the earliest date such government permits Chromalloy to do so. In recognition of this obligation of Chromalloy, Buyer agrees to provide any information required by Chromalloy to assure regulatory compliance.

7. Prohibition on Nuclear Use: The Products and Services sold hereunder are not intended for application, and shall not be used, in connection with any nuclear facility or activity, and Buyer represents, warrants and covenants that it shall not use the Products and Services for any such purpose, or permit others to use the Products and Services for any such purpose without the express written consent of Chromalloy. If, in breach of the foregoing, any such use occurs, Chromalloy shall have no liability for any nuclear or other damage, injury or contamination and, in addition to any other legal or equitable rights of Chromalloy, Buyer shall indemnify Chromalloy against any cost, expense, damage, loss or liability, whether arising as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.

8. Cancellation: Prior to delivery to place of shipment, a purchase order may be cancelled only with Chromalloy's prior written consent and upon terms indemnifying Chromalloy from all resulting costs, expenses, damages, losses and liabilities. Chromalloy shall have the right to cancel and refuse to complete Buyer's purchase order if any term and/or condition governing the Terms and Conditions and any purchase order is not complied with by Buyer. In the event of cancellation by Chromalloy, or in the event Chromalloy consents to a request by Buyer to stop work or to cancel the whole or any part of any purchase order, Buyer shall reimburse Chromalloy, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work-in-progress and any materials and supplies procured or for which definite commitments have been made by Chromalloy in connection with the order, Buyer shall pay such sums as may be required to fully compensate Chromalloy for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any purchase order after Chromalloy's delivery to place of shipment.

9. Inspection and Acceptance of Product: Buyer agrees that it shall inspect the Products and Services immediately upon receipt and promptly, but no later than ten (10) days after receipt, notify Chromalloy in writing of any alleged non-conformity or defect. Buyer further agrees that failure to give such prompt notice or use of the Product and Services shall constitute acceptance of the Products and Services. Acceptance of the Products and Services shall be final and Buyer waives the right to revoke its acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The issuance of any notice regarding any non-conformity or defect by Buyer shall automatically cause the provisions of Chromalloy's warranty to apply and govern the rights, obligations and liabilities of the Parties with respect to such non-conformity or defect in the Products and Services.

10. Warranty: Chromalloy warrants that its Products and Services will be free from defects in material and workmanship under proper and normal use (a "Defect") for a period of:

(i) as to commercial aviation gas turbine engines, twelve (12) months from date of delivery or one thousand (1,000) operating hours, whichever occurs first; or

(ii) as to heavy frame industrial gas turbine engines (meaning industrial gas turbine engines used exclusively in land-based operations for purposes of electrical power generation and/or combined cycle operation, including, but not limited to all variations of the following engine types: GE Frame 5, 6, 7, 9; Siemens 501 and 701; and Mitsubishi Heavy Industries 501 and 701), eight thousand (8,000) factory fired hours, four hundred (400) factory fired starts, twelve (12) months from installation, or twelve (12) months from delivery to Buyer, whichever occurs first; or

(iii) as to aero-derivative gas turbine engines (meaning gas turbine engines derived from commercial aviation gas turbine engines, including, but not limited to the following engine types: GE LM2500, LM2500+, LM5000 and LM6000, and Mitsubishi Power FT4000 and FT8 engines, regardless of location of use),

(A) Land-Based Gas Transmission Pipelines; Land-Based Electrical Generation (Excluding Co-Generation Applications) Gas Fired: within one-&-one-half (1-1/2) years, or twelve thousand (12,000) hours, whichever occurs first;
(B) Non-North Sea Platforms; Oil and Gas Transmission, Electrical Generation; Marine (Ship) Operations; Gas Fired and/or Oil Fired: within one (1) year, or eight thousand (8,000) hours, whichever occurs first;
(C) Oil and Gas Transmission and Electrical Generation-Gas Fired: within one-&-one-half (1-1/2) years, or within twelve thousand (12,000) hours, whichever occurs first;
(D) Co-generation Applications; Gas Fired: within one-&-one-half (1-1/2) years, or twelve thousand (12,000) hours, whichever occurs first; or
(E) Co-generation Applications; Dual Fuel or Oil Fired: within one (1) year, or eight-thousand (8,000) hours, whichever occurs first

(as applicable, the "Warranty Period").

Buyer understands and agrees that these warranty and remedy provisions will not apply to and Chromalloy shall have no obligation to cover any Products or Services or alleged Defects directly or indirectly related to: (i) any Products not manufactured or refurbished by Chromalloy; (ii) accessories, components, details, parts or any other materials used by Chromalloy in any Product unless they are provided or furnished pursuant to Chromalloy's design, but will apply to the workmanship involved in the incorporation of such items into the completed Products and Services; (iii) any repairs or alterations to Products and Services, other than those made by Chromalloy or with Chromalloy's written consent; (iv) any repairs or alleged Defects that result, directly or indirectly, from Foreign Object Damage, Domestic Object Damage, over temperature, any violation of FAA, EASA or any equivalent airworthiness authority's regulations, and any operation in violation of OEM or Buyer operating procedures, manual limits, advisories or service bulletins; and/or (v) any Products or Services that result, directly or indirectly, from abuse, misuse, neglect, misapplication, accident, incident or use in experimental or development running, environmental conditions, or testing.

The warranty contained herein shall be transferable to Buyer's customers in full. Buyer may contact Chromalloy prior to sale or transfer of a Product and Service to Buyer's end-user customer to determine the remaining Warranty Period of such Product and Service.

If at any time during the Warranty Period the Product and Services covered by this warranty have a Defect, Buyer will notify Chromalloy in writing within thirty (30) calendar days of the date Buyer becomes aware of the Defect (but in no event more than thirty (30) calendar days following the last day of the

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Warranty Period) specifying the nature of the Defect and providing other appropriate details as requested by Chromalloy. Buyer will promptly respond to any request by Chromalloy for additional information.

Upon receipt of a timely notice of a Defect, Chromalloy will, at its expense and at its sole discretion, correct the Defect by either repairing or replacing the Products and Services with the Defect. The Warranty Period for the repaired or replaced Products and Services will be the remaining duration or remaining operating hours of the original Warranty Period, whichever is less. **IN THE EVENT OF ANY BREACH OF THE WARRANTY BY CHROMALLOY, THE PARTIES AGREE THAT CHROMALLOY'S LIABILITY SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT CHROMALLOY'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCTS AND SERVICES COVERED BY THE WARRANTY.**

All transportation charges for shipment of Products and Services to and from Chromalloy for which a Defect is claimed and accepted will be paid by Chromalloy. Chromalloy will select the means of transportation. In the event a claimed Defect is determined not to be valid by or attributable to Chromalloy, Buyer agrees that Buyer will reimburse Chromalloy for such transportation charges.

11. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, THE WARRANTIES, REPRESENTATIONS, OBLIGATIONS, AND LIABILITIES OF CHROMALLOY AND THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF, AND BUYER HEREBY WAIVES AND RELEASES CHROMALLOY FROM, ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO CHROMALLOY'S PERFORMANCE HEREUNDER AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. IN NO EVENT SHALL CHROMALLOY OR ITS AFFILIATES OR ITS AND THEIR DIRECTORS, OFFICERS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE FOR, AND CHROMALLOY SPECIFICALLY DISCLAIMS, ANY RESPONSIBILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, INCREASED OVERHEAD, COST OF SUBSTITUTE OR REPLACEMENT PARTS, ENGINES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF USE OR LOSS OF CAPITAL, NO MATTER HOW ARISING EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN. CHROMALLOY SHALL NOT BE LIABLE FOR ANY PRODUCT LIABILITY CLAIMS MADE AGAINST, OR LIABILITY INCURRED BY, BUYER OR ITS CUSTOMERS IN RELATION TO PERSONAL INJURY AND/OR PROPERTY DAMAGE ARISING FROM THE SALE OR USE OF THE PRODUCTS AND SERVICES. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH HEREIN SHALL BE DEEMED INDEPENDENT OF AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREUNDER.

12. Limitation of Liability; Actions: Any action for alleged breach of the Terms and Conditions or any purchase order to which they apply must be commenced within one (1) year after the cause of action has accrued. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE) SHALL CHROMALLOY'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE PRODUCTS AND SERVICES PROVIDED BY CHROMALLOY GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

13. Specification Changes: In the event Chromalloy incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Chromalloy is required to modify the ordered Products and Services, perform any additional work or supply any additional Products and Services, the additional expense shall be added to the price. Chromalloy shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Insurance: In support of Buyer's indemnification obligations set forth in these Terms and Conditions, Buyer shall provide and maintain insurance in the following minimum insurance amounts: (a) Commercial General Liability including coverage for bodily injury, property damage, products liability, completed operations, and contractual liability of at least $5,000,000 per occurrence; (b) Auto Liability of at least $2,000,000 Combined Single Limit; (c) Workers' Compensation Insurance in accordance with state statutory requirements including Employer's Liability of $1,000,000 per incident; (d) Umbrella Liability on a follow form basis with a minimum limit of at least $5,000,000 per occurrence; and (e) Aircraft Product Liability (if applicable as determined by Chromalloy) of at least $100,000,000 per occurrence. Chromalloy reserves the right to require other insurance coverages and/or higher limits depending on the Products and Services. All required insurance policies referenced herein shall include Chromalloy, its parent, directors and officers, and employees as additional insured (excluding Workers' Compensation) and shall contain a waiver of subrogation in favor of Chromalloy. Buyer shall provide to Chromalloy a certificate of insurance evidencing all required coverages with its purchase order and annually upon policy renewal or whenever there is a material change in coverage. Buyer's failure to provide a certificate of insurance, and Chromalloy's failure to request a certificate of insurance, shall not constitute a waiver of this requirement. All loss resulting from the failure to effect such insurance shall be assumed by Buyer. The compliance of Buyer with the aforementioned insurance requirements shall not relieve or limit Buyer's liability.

15. Patents, Copyrights, Trademarks: No license or other rights under any patents, copyrights, trademarks owned or controlled by Chromalloy or under which Chromalloy is licensed or granted to Buyer or implied by the sale of Products and Services hereunder. Buyer shall not identify as genuine Products and Services of Chromalloy any Products and Services purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Chromalloy's name, trademarks, or service marks to identify such Products and Services.

16. **Confidentiality:** All concepts, ideas, skills, strategy, pricing data, compilations, programs, prices, plans, photographs, designs, drawings, schematics, manuals, specifications, devices, know-how, methods, formulas, compositions, protocols, manufacturing processes and techniques, trade secrets and other information relating to Chromalloy's business, and such other information that Chromalloy may be required to disclose to Buyer in connection with its fulfillment of Buyer's purchase order or these Terms and Conditions, whether provided orally or maintained in a document, electronic storage or any other medium ("Information") shall be and remain the exclusive property of Chromalloy and shall be treated by Buyer as confidential Information and not disclosed, given, licensed, loaned, exhibited, sold, assigned or transferred to any third party without Chromalloy's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of these Terms and Conditions; or (b) is already in Buyer's possession at the time of disclosure based on its receipt from a third party that had a right to impart the Information. Buyer shall exercise its best efforts and utmost diligence to protect Chromalloy's Information from any unauthorized disclosure to any person or entity, and Buyer shall make no effort to reverse engineer or derive

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independently any Information disclosed to it hereunder. The existence, nature, terms and conditions of the Terms and Conditions and the Products and Services being provided hereunder by Chromalloy to Buyer are strictly confidential Information and shall not be disclosed in any manner or form, directly or indirectly, to any person or entity under any circumstances. If an infringement claim arises out of compliance with Buyer's design, specifications, brand names, trade names, patents or labels or out of any addition to or modification of the Products and Services or any combination thereof with other products after delivery by Chromalloy, or from use of the Products and Services in a process or system specified by Buyer or any of its customers, Buyer shall indemnify and hold Chromalloy and its affiliates and its and their directors, officers, employees, agents, representatives, successors or assigns harmless from and against all claims, expenses, losses, damages or liabilities arising therefrom. Buyer shall not retain Confidential Information any longer than is reasonably necessary to accomplish the intended purposes for which it was transferred as set forth in these Terms and Conditions or applicable purchase order. Upon the earlier termination of these Terms and Conditions, any purchase order or the written request of Chromalloy, Buyer shall delete and/or destroy all of Chromalloy's Information in Buyer's possession, including any copies thereof, and shall deliver a written statement to Chromalloy within fifteen (15) calendar days of Chromalloy's request confirming that Buyer has done so. In no event will Buyer use less than the degree of care and means that it uses to protect its own confidential information of like kind, but in any event not less than reasonable care to prevent the unauthorized disclosure or use of Chromalloy's Information. Buyer shall not copy or reproduce in whole or in part any such documents or Information without the permission of Chromalloy. Buyer's confidentiality obligations with respect to Information shall remain in effect after the termination, in perpetuity or for as long as applicable law allows. Notwithstanding the foregoing restrictions, Buyer may disclose Information to the extent required by an order of any court or other governmental authority, but only after Buyer has notified Chromalloy in writing, and Chromalloy has had the opportunity, if possible, to obtain reasonable protection for such Information in connection with such disclosure. Buyer acknowledges that disclosure of any Information or trade secret by it, its employees or representatives will give rise to irreparable injury to Chromalloy or the owner of such information, not adequately compensated by damages. Accordingly, Chromalloy or such other party may seek and obtain injunctive relief against the breach or threatened breach of the undertakings in this Section, in addition to any other legal remedies which may be available, without the requirement of posting bond. Buyer further acknowledges and agrees that the covenants contained in this Section are necessary for the protection of Chromalloy's legitimate business interests and are reasonable in scope and content. In addition, and notwithstanding anything to the contrary contained herein, the confidentiality provisions of these Terms and Conditions do not supersede terms of any non-disclosure agreement between Buyer and Seller which such non-disclosure agreement shall remain valid and in full force and effect.

17. Indemnification by Buyer: Buyer hereby agrees to indemnify, release, defend and hold harmless Chromalloy and its affiliates and their respective directors, officers, employees, agents, representatives, successors and assigns against any and all suits, actions or proceedings at law or in equity (including, without limitation, the costs, expenses and reasonable legal fees incurred in connection with the defense of any such matter) and from, without limitation, any and all claims demands, losses, deficiencies, damages, settlements, judgments, assessments, fines, penalties, costs, expenses or liabilities, to any person or entity whatsoever (including, without limitation, Buyer's and Chromalloy's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with Buyer's or Buyer's customers' use, handling or operation of the Products and Services, regardless of whether any act, omission, negligence (including any act, omission or negligence relating to the manufacture, design, repair, service or installation of any Products and Services furnished hereunder) of Chromalloy or its affiliates or their respective directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this article, Buyer agrees to pay Chromalloy all costs, expenses and legal fees incurred by Chromalloy to establish or enforce Chromalloy's rights hereunder. The provisions of this article are in addition to any other rights or obligations set forth in these Terms and Conditions.

18. Installation; Technical Advice: Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation of the Products and Services purchased hereunder. It is expressly understood that any technical advice furnished by Chromalloy with respect to the use of the Products and Services is given without charge (unless otherwise specified) and Chromalloy assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

19. Human Rights, Anti-Slavery and Compliance with Laws and Standards:: Chromalloy is committed to respecting human rights in every market in which we operate consistent with Chromalloy's Code of Conduct, the spirit and intent of the United Nations Guiding Principles on Business and Human Rights, the U.K. Modern Slavery Act and all other applicable laws and standard related to the treatment of individuals. Chromalloy does not tolerate human trafficking, forced or compulsory labor, slavery or servitude. Chromalloy and Buyer represent that they will maintain compliance with all applicable laws, codes and statutes. Specifically, Chromalloy and Buyer must be in compliance with all current, or later adopted, applicable laws, rules, and regulations of the exporting country and of the territory in which the Products and Services are produced or rendered, including those governing the use of child labor, and/or governing the importation of Products and Services produced with child labor into the U.S. Chromalloy does not employ any worker under the applicable minimum age requirement or who are younger than the age for compulsory education in their country, whichever is older. Chromalloy retains documentation of age for each employee that it has hired.

No prison, forced, indentured, or bonded labor is utilized in the production of any Products and Services. No employee of either Buyer or Chromalloy shall be subject to physical, sexual or psychological harassment or abuse, or cruel or unusual disciplinary practices. Chromalloy certifies to the best of its knowledge that the materials incorporated into Products and Services provided to Buyer hereunder comply with applicable laws regarding slavery and human trafficking of the country in which Chromalloy is doing business.

20. Export Controls: Chromalloy is a company organized under the laws of the United States and is prohibited by law from exporting, re-exporting or transshipping certain Products and Services to destinations sanctioned or embargoed by the United States Government and is prohibited from dealing with certain companies and individuals who have been designated by the United States Government as Specially Designated Nationals or are otherwise determined to be restricted, debarred or denied parties. Accordingly, Buyer agrees that on each purchase order submitted to Chromalloy under these Terms and Conditions, Buyer will complete and provide to Chromalloy a completed and signed end-use statement in form satisfactory to Chromalloy stating (i) the name of its end user customer, (ii) end use of the Product and Services, and (ii) the country of ownership and operation of the Products and Services by its end-user customer.

Each Party understands and acknowledges that the Products and Services, and technology, provided under these Terms and Conditions may be subject to the export regulations of various governments, including, but not limited to, the United States Government, relating to the export of goods, software and certain technical data. Each Party also acknowledges and agrees that it shall comply with the International Emergency Economic Powers Act, as amended (50 U.S.C. 1701 et. seq.), the United States Export Administration Regulations, as amended (15 CFR, Chapter VII, Subchapter C)("EAR"), International Traffic in Arms Regulations ("ITAR"), and other United States Department of State ("DOS"), United States Department of Treasury and United States Department of Commerce ("DOC") directive, regulations, orders and policies including without limitation all applicable United States and

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other embargoes and sanctions and export licensing requirements relating to the Products and Services, if any. Any failure to comply with the terms of this provision shall be grounds for immediate rejection of any purchase order of Buyer and transaction contemplated hereunder.

In the event that Chromalloy must export Products and Services to comply with purchase order requirements, components, commodities or technology exported from the United States by Chromalloy under these Terms and Conditions shall be done in accordance with EAR. Diversion contrary to United States law is prohibited. If Buyer chooses to re-export or transfer such items, Buyer, as the re-exporter, must comply with applicable law. If Buyer has an order destined for China, the Crimea Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR) regions of the Ukraine Region of Ukraine, Cuba, Iran, North Korea, Russia, Belarus, Sudan, Syria, or Venezuela or to any other sanctioned country, company or individual, whether pursuant to an export license, license exception or otherwise, Buyer must notify Chromalloy in writing, prior to submitting the purchase order.

Buyer further represents, warrants and covenants that it shall not, and any third party retained or paid by Buyer shall not, export or re-export the Products and Services, directly or, with its knowledge, indirectly, to any country for which the U.S. government (or any agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by any applicable U.S. or other law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate rejection or termination of any purchase order of Buyer and transaction contemplated hereunder.

Notwithstanding any other article contained herein, Buyer shall be responsible for timely obtaining any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization, even though any such authorization may be applied for by Chromalloy. Buyer and Chromalloy shall provide each other reasonable assistance in obtaining required authorizations. Chromalloy shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its obligations to pay Chromalloy for the Products and Services.

If Buyer requests Chromalloy to ship Products and Services to a freight forwarder for export, Buyer agrees that the shipment will be treated as a routed transaction and the following will apply: (i) Buyer will be responsible to facilitate the export of the Products and Services from the United States and will prepare and file the Electronic Export Information ("EEI") using the Automated Export System as required by: United States Customs and Border Protection; United States Census Bureau ("CB"); the DOC's Bureau of Industry and Security; the DOS; and, any other United States regulatory agency that may exercise any control over United States exports from the United States; (ii) Chromalloy further authorizes Buyer, and Buyer agrees, to assume responsibility to determine export license requirements and obtain license authority, if required for the export of the Products and Services from the United States; (iii) Buyer certifies that it will appoint a United States agent to facilitate the import and export of the Products and Services and to prepare and file the EEI. As the United States Principal Party in Interest, Chromalloy certifies that the necessary and proper documentation and/or information to accurately complete and transmit the EEI will be provided to Buyer and its duly appointed agent. Chromalloy agrees to assist Buyer (if necessary) to obtain all mandatory information that is required to complete a proper EEI filing; (iv) Buyer agrees that it will not proceed with a shipment unless it is certain that all the information complies with the ITAR, the EAR, the CB's Foreign Trade Regulations and any other United States regulatory agency that may have jurisdiction over the export shipment; and (v) Buyer agrees that it will provide Chromalloy with any and all documentation required to confirm the routed transaction arrangement, including a signed routed transaction agreement.

21. Trace Documentation: In the event Buyer provides any components to Chromalloy on exchange or otherwise where Chromalloy takes title to components, title shall pass to Chromalloy immediately upon such exchange or agreement that Chromalloy shall keep such component. Buyer represents, warrants and covenants that it shall provide Chromalloy with accurate, legal documentation of traceability for all components delivered to Chromalloy showing, at a minimum, such components are repairable or better, non-incident-related and traceable to the previous owner with full ownership and operating history ("Trace Documentation"). Such Trace Documentation may include, at Chromalloy's request, without limitation, documentation necessary to trace a component from production and or prove such component is not fraudulently marked, a production overrun, or maintained or repaired by a person or facility not authorized by 14 CFR Part 43 or 14 CFR Part 145 or an equivalent regulation and/or authority, where applicable. Chromalloy reserves the right to refuse to accept any component for an exchange component or otherwise without proper Trace Documentation. In the event that the core component for which an exchange component is supplied (i) is deemed to be scrap during the repair process, or (ii) does not have appropriate Trace Documentation satisfactory to Chromalloy in its sole discretion or (iii) is not provided to Chromalloy within ten (10) business days of Chromalloy's provision of the exchange component to Buyer, then Buyer shall either, at Chromalloy's option, (A) be charged the fair market value of the exchange component less any amounts already paid for the Products and Services on the core component or (B) immediately provide Chromalloy with a core acceptable to Chromalloy in Chromalloy's sole discretion.

22. Buyer Access to and Use of Chromalloy Facilities: Buyer agrees to comply with any of Chromalloy's policies and procedures relating to any Buyer access to and/or use of Chromalloy facilities relating to these Terms and Conditions and any purchase order, including, without limitation: (a) filling out pre-access and pre-use visitor questionnaires relating to Buyer and any Buyer employees, representatives and/or agents (collectively, "Buyer Personnel") who would access and/or use any Chromalloy facility; (b) ensuring that all Buyer Personnel have and maintain formal photo identification cards and comply with Chromalloy facility badging and other procedures; and (c) executing a non-disclosure agreement, if requested by Chromalloy. Buyer Personnel shall at no time be permitted to take photographs while on the premises of any Chromalloy facility. If any Buyer Personnel require access to and/or use of any Chromalloy facility at which Chromalloy has active government contracts or repairs in process on ITAR- or EAR-controlled parts, Buyer agrees to, and shall cause Buyer Personnel to agree to, comply with ITAR, EAR and any other applicable international trade control laws, and any restrictions that may apply to certain persons thereunder.

23. Construction and Severability: These Terms and Conditions constitute the entire agreement between the Parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of the State of New York, U.S., including its provisions of the Uniform Commercial Code, but excluding its conflicts of law principles. The United Nations Convention on the International Sale of Products shall not apply to transactions under these Terms and Conditions or any purchase order to which they apply. Chromalloy shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any article of these Terms and Conditions shall not affect any other article or part thereof, and these Terms and Conditions shall be construed in all respects as if such invalid or unenforceable article were omitted. Any invalidity or unenforceability of any article hereunder in one jurisdiction shall not affect the validity or enforceability of such article in any other jurisdiction.

24. Dispute Resolution: Any claims, disputes or controversies arising out of these Terms and Conditions between the Parties hereto shall first be discussed in good faith between each party's respective Account Manager or other designated customer representative. If the Parties' respective Account

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Managers or other customer representatives are unable to resolve the dispute within twenty (20) business days from the date of the first such discussion concerning the claim, dispute or controversy, an authorized, senior officer of each Party shall meet within fifteen (15) business days from the conclusion of the previous twenty (20) day period to discuss and resolve such claim, dispute or controversy in good faith. If the Parties' respective officers are unable to resolve the claim, dispute or controversy within thirty (30) business days from the date of the first meeting of the officers, unless that period is extended by mutual written agreement, either Party shall be entitled to file the appropriate lawsuit in the United States District Court, District of New York or, if federal jurisdiction is lacking in such legal action, in a New York State Supreme Court located in the Borough of Manhattan, New York, New York, U.S.

25. **Governing Law**: All matters arising from or relating to these Terms and Conditions shall be governed and construed in accordance with the laws of the state of New York, United States of America, without giving effect to any choice-of-law provision or rule (whether of the state of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The federal or state courts situated in the Borough of Manhattan, New York, United States of America, have exclusive jurisdiction over the resolution of all disputes that arise under these Terms and Conditions, and each Party irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue in any such court and any claim that any such court is an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Parties' rights or obligations under these Terms and Conditions or any purchase order issued pursuant hereto.

26. Assignment: No rights and/or obligations arising under these Terms and Conditions may be assigned or delegated by Buyer unless expressly agreed to in writing by Chromalloy. Chromalloy may assign and/or delegate all or any part of its rights and/or obligations hereunder.

27. WAIVER OF JURY TRIAL: EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO, IN CONNECTION WITH OR ARISING OUT OF THIS PURCHASE ORDER AND/OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THE PARTIES, AND SHALL APPLY TO ANY SUCH ACTION ORPROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

28. Miscellaneous: Buyer represents that it: (i) is solvent and has the financial ability to pay for the Products and Services purchased hereunder; and (ii) has all requisite right, power and authority to perform its obligations under these Terms and Conditions.

These Terms and Conditions shall inure to the benefit of, and be binding upon, the successors and assigns of Buyer without restriction. A waiver of any default hereunder or of any term or condition of these Terms and Conditions shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition hereunder.

The rights herein granted are for the benefit of the Parties hereto and are not for the benefit of any third person, firm or corporation, and nothing herein contained shall be construed to create any rights in any third parties under, as the result of, or in connection with these Terms and Conditions and any purchase order to which they apply.

The relationship between Buyer and Chromalloy will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither party hereto will represent itself as the agent or legal partner of the other party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.

The Confidentiality, Indemnification, Warranty, Title, Export Control and any provision, which contemplates performance or observance subsequent to termination or expiration shall survive termination or expiration of the purchase order.

Prior to any change in control in Buyer and at least ninety (90) calendar days prior to the proposed effectiveness of such change in control, Buyer will promptly notify Chromalloy in writing thereof and request Chromalloy's written consent and provide the identity of the potential new controlling party and information on such party and the transaction as Chromalloy may request, consistent with applicable law and confidentiality restrictions. Upon Buyer's disclosure of the aforementioned information, Chromalloy shall have the right to terminate all or any portion of these Terms and Conditions and any purchase order to which they apply, in its sole discretion and without further liability or obligation to Buyer.

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