

KING AERO MANAGEMENT CORP (KAM)

TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing and signed by an authorized employee of King Aero Management Corp (KAM), the following terms and conditions of sale ("Agreement") apply to all sales of products from King Aero Management Corp (KAM) to Buyer ("Product(s)"). Any different or additional terms and conditions proposed by Buyer in its purchase order, or otherwise, are objected to by King Aero Management Corp (KAM). Buyer's assent to this Agreement is conclusively presumed from Buyer's failure to reasonably object in writing and from Buyer's acceptance of all or part of the Products ordered. This Agreement represents the entire agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are cancelled and superseded by this Agreement.

- 1. PRICES.** All quotations are made for immediate acceptance and are subject to change without notice prior to acceptance. All sales by King Aero Management Corp (KAM) are EXW (Incoterms 2010) King Aero Management Corp (KAM)'s warehouse dock unless otherwise specified in writing by King Aero Management Corp (KAM). Prices are stated in United States Dollars and do not include shipping charges, sales, use, excise or similar taxes, and are subject to any price adjustment necessitated by King Aero Management Corp (KAM)'s compliance with any act of government. Any tax or other governmental charge upon the production, sale, shipment or use of the product which King Aero Management Corp (KAM) is required to pay or collect from Buyer shall be paid by Buyer to King Aero Management Corp (KAM) unless Buyer furnishes King Aero Management Corp (KAM) with a tax exemption certificate acceptable to the appropriate taxing authority.
- 2. PAYMENT.** Unless King Aero Management Corp (KAM)'s credit department has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents issued by King Aero Management Corp (KAM) for the Products, payment terms are net 30 days in United States currency. King Aero Management Corp (KAM) reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, King Aero Management Corp (KAM) may defer further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer's order. The buyer agrees to pay interest on all past due invoices at the highest contractual rate allowable under the laws of the State of Florida.
- 3. TERMS OF DELIVERY, ACCEPTANCE.** Except as otherwise provided herein, King Aero Management Corp (KAM) will deliver the Products by making the Products available to Buyer EXW (Incoterms 2010) King Aero Management Corp (KAM)'s warehouse dock ("Delivery"). Title to, and risk of loss for, Products passes to Buyer upon Delivery. King Aero Management Corp (KAM) is not responsible for loading Products onto any collecting vehicle. King Aero Management Corp (KAM) is not responsible for shipping charges and does not provide insurance on the Products. In the event that King Aero Management Corp (KAM) elects to pay for shipping, or offers free shipping from time to time, such action does not impact the passing of title and risk of loss to Buyer, which occurs upon Delivery in all instances, In the event that a supplier drop-ships a Product directly to the Buyer, Buyer agrees that King Aero Management Corp (KAM) will make Delivery of such Products to Buyer EXW (Incoterms 2010) at the supplier's warehouse dock. By accepting Products at King Aero Management Corp (KAM)'s warehouse dock or at supplier's warehouse dock, if a drop-ship Product, Buyer agrees that the Products are free of defects, which a reasonably careful inspection would disclose. Products shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air or surface transportation, as appropriate.
- 4. DATE OF SHIPMENT.** Shipping dates are given at the best of King Aero Management Corp (KAM)'s knowledge based upon conditions existing at the time the order is placed, and information furnished by Buyer. King Aero

Management Corp (KAM) will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising from its failure to ship by the estimated shipping date.

5. **CANCELLATION OF ORDER BY BUYER: RETURN OF PRODUCTS FOR CREDIT.** Buyer's order may not be modified or rescinded except in writing signed by King Aero Management Corp (KAM) and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between King Aero Management Corp (KAM) and Buyers, shall pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit. In any circumstance, King Aero Management Corp (KAM)'s written consent must be given in advance of Buyer's return of Products for credit.
6. **FORCE MAJEURE.** King Aero Management Corp (KAM) shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond King Aero Management Corp (KAM)'s reasonable control.
7. **DISCLAIMER OF ANY WARRANTY.** BUYER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM KING AERO MANAGEMENT CORP (KAM) IN KING AERO MANAGEMENT CORP (KAM)'S CAPACITY AS A DISTRIBUTOR OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. BUYER ACKNOWLEDGES THAT IT WILL LOOK SOLELY TO THE WARRANTY(IES), IF ANY, PROVIDED BY THE MANUFACTURER AND THAT KING AERO MANAGEMENT CORP (KAM) MAKES NO WARRANTIES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
8. **EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY.** In the event Buyer claims that King Aero Management Corp (KAM) has breached any of its obligations under this Agreement, King Aero Management Corp (KAM) may request the return of the Products and tender to the Buyer the purchase price therefore paid by Buyer and, in such event, King Aero Management Corp (KAM) shall have no further obligations under this Agreement except to refund such purchase price upon redelivery of the Products. If King Aero Management Corp (KAM) so requests the return of the Products, the Products shall be redelivered to King Aero Management Corp (KAM) in accordance with King Aero Management Corp (KAM)'s instructions at King Aero Management Corp (KAM)'s expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST KING AERO MANAGEMENT CORP (KAM) FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL KING AERO MANAGEMENT CORP (KAM) BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, ANY DAMAGE TO AIRCRAFT, or LOSS OF USE. NOR SHALL KING AERO MANAGEMENT CORP (KAM)'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.
9. **GOVERNING LAW, VENUE, LIMITATION OF ACTIONS.** This Agreement is performed in Escambia County, Florida and shall be governed by laws of the State of Florida without regard for its conflict of laws rules and specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or proceeding by Buyer against King Aero Management Corp (KAM) with respect to this Agreement will be brought in a court of competent jurisdiction located in Escambia County, Florida, USA.

10. **U.S. AND INTERNATIONAL TRADE CONTROL LAWS AND REGULATIONS:** Buyer will comply with all applicable import, export and sanctions statutes, laws, regulations, and guidelines of the United States and of any jurisdiction in which Buyer does business, and with all applicable export and import licenses and their provisos. Buyer shall not make any dispositions, re-exports, or diversion of the Products except as United States laws may expressly permit. Seller shall have the right to revoke acceptance of a purchase order if Buyer is identified on the Entity List as promulgated by the U.S. Department of Commerce, Bureau of Industry and Security (“BIS”), pursuant to 15 CFR 744 or other government trade compliance or sanctions list.

Any trade data exchanged or obtained is for reference only and is not to be used for conducting Customs business as defined under 19 CFR Part 111. King Aero Management Corp (KAM) makes this data available for informational purposes only. It may not reflect the most current legal developments, and King Aero Management Corp (KAM) does not represent, warrant, or guarantee that it is complete, accurate or up to date. This information is subject to change without notice. The information is not intended to constitute legal advice.

Buyer acknowledges the export transactions from the United States that are routed export transactions are as defined in the U.S. Export Administration Regulations, 15 C.F.R. § 772.1 and Federal Trade Regulations, 15 C.F.R. § 30.1(c). Buyer as the foreign party shall be considered the Foreign Principal Party in Interest (FPPI) for these transactions, and as the FPPI authorizes their U.S. agent to facilitate the export of items from the United States on the Buyer’s behalf and prepare and file the electronic export information (EEI) in the Automated Export System (AES). The buyer will comply with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i) by supplying the US Agent with a Power of Attorney or other form of written authorization and will provide a copy to King Aero Management Corp (KAM), upon request. The buyer will also instruct their US Agent to provide King Aero Management Corp (KAM) with a copy, upon request, of the AES transaction and Airwaybill within 5 days of export to orders@kingaero.us. King Aero Management Corp (KAM) will provide all EEI to Buyer’s US Agent as required under 15 C.F.R. § 30.3(e)(1) to complete the AES filing.

11. **TRANSPORTATION SECURITY REQUIREMENTS:** Buyer agrees to make a good faith effort to require its agents (including, but not limited to, brokers and freight forwarders) to (i) comply with all applicable transportation security laws and regulations, and (ii) provide proper identification and purchase order number when picking up products from King Aero Management Corp (KAM).

Revised: 06/07/2023