



GENERAL TERMS AND CONDITIONS FOR SERVICES PROVIDED BY TIC AEROSPACE INC.

1. APPLICABILITY.

(a) Unless otherwise provided in a separate, written definitive contract signed by the parties, these terms and conditions for services (these “**Terms**”) are the only terms that govern the provision of services, including, but not limited to, inspections, tests, repairs, overhauls and or similar services (collectively, the “**Services**”) for aircraft components, units, materials, and/or parts (collectively, the “**Products**”) by TIC Aerospace, Inc. (“**TIC**”) to any customer (hereinafter, the “**Customer**”).

(b) These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

(c) Issuance of a purchase or repair order (“**Order**”) to TIC by Customer for the performance of Services shall legally bind Customer exclusively to these Terms. Customer agrees to be bound exclusively by these Terms, notwithstanding Customer’s terms and conditions—whether or not supplied to TIC at any time. Any term or condition submitted by Customer in any manner, whether included on a request for quote, request for proposal, purchase order, repair order or acknowledgement or otherwise that is inconsistent with or contrary to any term or condition included herein, is expressly rejected by TIC. Any additional terms or conditions put forth by Customer shall not be binding on TIC unless TIC expressly agrees to them in a writing signed by a duly authorized officer.

(d) Customer acknowledges that acceptance of these exclusive terms and conditions of service is a material part of TIC’s agreement to provide Repair Services to Customer, and but for the exclusive application of these terms and conditions, TIC would not agree to sell or provide Services to Customer. Notwithstanding anything to the contrary in Customer’s Order or any ancillary documentation thereto, no act by TIC, including, without limitation, accepting an Order, acknowledging an Order, commencing performance and/or performance, shall legally bind TIC to Customer’s terms and conditions, in total or part. No failure by TIC to object to Customer’s terms and conditions shall constitute a waiver by TIC of Terms.

2. TEARDOWN APPROVAL.

(a) Unless otherwise agreed to between the parties, a Teardown Approval will be offered to Customer after receipt and inspection of the Customer’s Products. The Teardown Approval will remain valid for a period of ten (10) days, after which time the Services may be re-quoted or canceled at TIC’s discretion and Customer shall be responsible for the evaluation fee set forth in the Teardown Approval. Performance of Services will commence upon Customer’s acceptance of the Teardown Approval.

(b) Any Customer Product remaining in TIC’s custody or possession for more than sixty (60) days, where the Teardown Approval is neither approved nor rejected by the Customer from the date of the Teardown Approval, shall be subject to evaluation, inspection, storage, and reasonable out-of-pocket fees. Customer acknowledges and agrees it will be responsible for paying all such evaluation, inspection, storage, and reasonable out-of-pocket fees.

(c) In the event a Customer Product is returned to Customer due to lack of approval or rejection of the Teardown Approval as set forth in Section 2(b) above and such Customer Product required disassembly for the evaluation and/or testing, TIC reserves the right, in its sole discretion, to either (i) return the Customer Part disassembled or (ii) charge the Customer a reassembly fee.

(d) TIC reserves the right to reject, cancel, or terminate Orders, or to revoke Teardown Approvals, at its sole discretion and irrespective of whether the Order was previously acknowledged or accepted by TIC or the Teardown Approval acknowledged or accepted by Customer.

(e) The Teardown Approval (hereinafter, the “**Order Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern.

3. CUSTOMER’S OBLIGATIONS.

Customer shall:

(a) to the extent available to the Customer, provide TIC with the latest revisions of all necessary technical documents for the performance of the Services for the Customer’s Order. Repair instructions shall include, but are not limited to, Component Maintenance Manuals (CMM), Service Bulletins (SB), Airworthiness Directives (AD), routings, drawings, blueprints, specifications, and/or any other instructive information required for the performance of Repair Services. TIC reserves the right to decline any Repair Services where the required technical data is not made available to TIC;

(b) provide TIC with all necessary Customer materials, Customer information, and Product information, including but not limited to, the part number, part description, application, serial number, cycle count, trace documentation and any other relevant information that may be required or requested by TIC for proper documentation and/or certification or to carry out the Services in a timely manner;

(c) cooperate with TIC in all matters relating to the Services and provide such access to Customer’s premises, and such office accommodation and other facilities as may reasonably be requested by TIC, for the purposes of performing the Services;

(d) respond promptly, and in any event, within five (5) Business Days, to any request by TIC to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for TIC to perform Services in accordance with the requirements of this Agreement;

(e) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start; and

(f) obtain and maintain aircraft insurance coverage before, during and after servicing the aircraft at TIC's premises.

4. CHANGE ORDERS.

(a) If Customer wishes to change the scope or performance of the Services, it shall submit details of the requested change to TIC in writing. TIC shall, within a reasonable time after such request, provide a written estimate to Customer of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with this Section.

(c) Notwithstanding Section 4(a) and Section 4(b) above, TIC may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees set forth in the Order Confirmation.

(d) TIC may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.

5. FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS.

(a) In consideration of the provision of the Services by TIC and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation.

(b) Customer agrees to reimburse TIC for all reasonable travel and out-of-pocket expenses incurred by TIC in connection with the performance of the Services.

(c) Orders for a Customer who has not established credit terms:

(i) are subject to a payment of a deposit of fifty percent (50%) of the total fees set forth in the Order Confirmation (the "**Deposit**"), and such Deposit must be paid within five (5) Business Days of Customer's acceptance of the Teardown Approval; and

(ii) must be paid within five (5) Business Days of Customer receiving TIC's invoice, and in advance of delivery and/or shipment.

(d) In the event a Customer has not paid the required Deposit when due, TIC may decide, in its sole discretion, to continue the Services and charge the Customer the fees set forth in Section 5(f) below on the Deposit amount from the date the Deposit was due until the date the final invoice is delivered to the Customer upon completion of the Services. At such time, the invoice shall then be due in accordance with Section 5(c)(ii) above and subject to further interest charges as set forth in Section 5(f) below. In accordance with Section 21, TIC's continuance of Services even if the Deposit is not paid when due shall not be considered a waiver of Customer's breach.

(e) Payments from a Customer with established credit terms must be paid within thirty (30) days of receipt of the invoice (or other mutually agreed upon payment term).

(f) Late payments will be subject to an interest charge of 1.5% per month (or the highest rate allowed by applicable law) from the date such payment was due until the date paid and any collection costs or fees incurred. In addition, TIC may refuse to accept new Orders from the Customer or hold delivery of Orders placed by the Customer until the Customer's account is made current. TIC reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice and to require guaranteed security or payment in advance for the amount of the Order.

(g) In no event shall TIC deliver and/or ship any Order prior to receiving payment for all outstanding amounts owed to TIC, including, but not limited to, any evaluation fees, storage fees, and interest charges.

6. CREDIT TERMS.

(a) A Customer that wishes to pay on credit terms must fill out and sign a "TIC Credit Application" form and return it to a TIC representative for processing. Only the "TIC Credit Application" will be accepted for credit terms for Services.

(b) Credit terms and credit limits are not given until the credit application is fully processed and approved by TIC.

(c) Credit limits may be adjusted by TIC at its sole discretion.

(d) For the avoidance of doubt, in order for credit terms to apply to a Customer Order, the credit terms must be established in writing and signed by all parties prior to Customer's acceptance of the Order Confirmation.

7. TAXES.



Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. INTELLECTUAL PROPERTY.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of TIC in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the “**Deliverables**”) shall be owned exclusively by TIC.

9. CONFIDENTIAL INFORMATION.

(a) All non-public, confidential, or proprietary information of TIC, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by TIC to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of TIC.

(b) Confidential Information does not include information that is in the public domain; known to Customer at the time of disclosure; or rightfully obtained by Customer on a non-confidential basis from a third-party. Customer agrees to use the Confidential Information only to make use of the Services.

(c) Customer agrees that all work product of TIC, including any FAA form 8130, return to service certificate, work order summary, teardown report, or similar information, document, or Deliverable prepared by TIC (collectively, the “**Confidential Deliverables**”) shall be considered Confidential Information and the sole property of TIC, and that Customer shall not be entitled to receive or review any Confidential Deliverable, until such time as Customer has provided payment of all amounts due to TIC for and in connection with the Services.

(d) TIC shall be entitled to injunctive relief for any violation of this Section.

10. SECURITY INTEREST.

(a) To secure the full performance of Customer’s obligations hereunder, TIC retains, and Customer hereby grants to TIC, security interest (including, if and to the extent applicable under governing law, a purchase money security interest) in the Products, including all accessions to and replacements and proceeds of the Products.

(b) Customer shall cooperate fully with TIC in executing such documents, including Uniform Commercial Code financing statements and filings under the rules of the Federal Aviation Administration, and effecting the filing and/or recording thereof as TIC may deem necessary for the perfection and protection of such security interest. Customer hereby authorizes TIC to sign any such financing statement or filing as Customer’s attorney in fact and/or to file a copy of this document as a financing statement (with any appropriate additions to the information set forth herein) and/or any financing statements to evidence TIC’s security interests.

(c) If Customer defaults in making payments or in its other obligations hereunder, TIC, in addition to its other rights and remedies provided in the Uniform Commercial Code and otherwise, may enforce its security interest and retake possession of the Products in accordance with applicable laws. It is agreed that five (5) days shall constitute reasonable notice to Customer with respect to the enforcement of such rights and remedies in the event such notice is required by applicable laws.

(d) TIC’s security interest shall terminate upon full performance of Customer’s obligations hereunder.

11. ABANDONED PROPERTY.

Any Customer Product remaining in the custody or possession of TIC shall be considered abandoned property and will be subject to immediate transfer of title to or disposition by TIC under the following circumstances:

- (i) the Customer did not approve or reject TIC’s quotation for Repair Services within six (6) months from the date it was sent by TIC;
- (ii) the Customer did not pay the amount due for Services or other charges and fees which resulted in TIC having to delay delivery or shipment of the Product for a period of six (6) months; or
- (iii) TIC has otherwise remained in possession and control of Customer’s Product for a period of twelve (12) months from the date it was received by TIC due to the action or inaction, whether negligence or otherwise, of Customer and TIC has made reasonable attempts to contact the Customer regarding the Product and/or Order.

12. DELIVERY.

(a) All Products delivered from Customer to TIC shall be Delivered Duty Paid (DDP) TIC’s facility with Customer fulfilling the role of “seller” as it is defined in Incoterms 2020.

(b) All Products delivered from TIC to Customer shall be Ex Works (EXW) TIC’s facility (6962 NW 50 Street, Miami, Florida 33166) to the address listed on the Customer’s Order with TIC fulfilling the role of “seller” as it is defined in Incoterms 2020. Customer shall be responsible for all packaging and delivery costs.



(c) In the event the shipment of a Product requires a hazmat packing and/or certification, Customer shall bear such fees.

(d) **In the event the delivery address listed on the Customer's Order is outside of the United States, Customer expressly assumes responsibility for determining any license requirements, obtaining any export license or other official authorization for any shipping and customs requirements, and to carry out any customs formalities for the export of the Products. Customer expressly agrees to designate a U.S. agent who will act as the "exporter" for export control purposes. TIC shall not be required to complete any documentation for export purposes except for a commercial invoice. TIC will not accommodate any changes to the commercial invoice for any destination not designated in the PO as the direction of the end user.**

13. TURNAROUND TIME, EXPEDITED REQUESTS AND AIRCRAFT ON GROUND (AOG).

(a) TIC may provide an estimated completion date for Services at its own initiative or upon Customer's request. Estimated completion dates are non-binding estimations and TIC reserves the right to unilaterally amend these at its sole discretion. A Customer's due date, required by date, must have date, requested ship date, or any other similar term denoting a required delivery timeline on an Order shall have no binding effect on TIC, irrespective of whether this is communicated prior to the issuance of the Order.

(b) TIC may, at its sole discretion, support Customer expedited and/or AOG requests. Expedited and/or AOG requests must be communicated in writing and additional charges may apply.

14. TITLE AND RISK OF LOSS.

(a) Title to each Product shall remain with TIC during the performance of Services until all of Customer's obligations under this Agreement have been fulfilled.

(b) Risk of loss shall remain with Customer while Products are under TIC's care, custody, or control, except to the extent a Product is damaged or lost due to TIC's gross negligence or willful misconduct.

15. INSPECTION/ACCEPTANCE.

All Products and Deliverables shall conclusively be deemed to conform to Customer's Order and be accepted by Customer unless rejected in writing within ten (10) days of delivery. Such acceptance shall be conclusively deemed final, and Customer waives the right to revoke such acceptance for any reason.

16. REPRESENTATION AND LIMITED WARRANTY.

(a) TIC represents and warrants to Customer that Products repaired/overhauled by TIC shall be free from defects in workmanship:

(i) **Repair:** TIC warrants Products that are tagged with a repaired FAA Form 8130 or return to service certificate for a period of six (6) months from the date of such FAA Form 8130 or return to service certificate.

(ii) **Overhaul:** TIC warrants Products that are tagged with an overhauled FAA Form 8130 or return to service certificate for a period of twelve (12) months from the date of such FAA Form 8130 or return to service certificate.

(iii) **Inspection and Testing (including NDT):** there is no warranty.

(b) TIC's sole obligation and Customer's exclusive remedy for any breach of TIC's warranty (as set forth above) will be the repair or replacement of the nonconforming Product; provided, however, if TIC determines, in its sole discretion, that such repair or replacement is not commercially reasonable or feasible or such remedy fails its essential purpose, Customer's exclusive alternative remedy and TIC's sole obligation, will be the return to Customer of the price paid by Customer to TIC for the Services.

(c) **EXCLUSIONS TO AND APPLICABILITY OF TIC'S LIMITED WARRANTY SET FORTH IN SECTION 16(A) ABOVE:**

(i) **TIC'S warranty applies only to the actual work carried out by TIC and those sections of the Products disturbed in the process of overhaul or repair during which the defect in workmanship occurred. Subsequent repairs, inspections, or modifications in the same section of the Product (other than that required to confirm the defect) by any agency other than TIC will void this warranty, unless prior written consent of TIC is obtained. TIC's warranty specifically excludes any accessories, equipment, parts, or materials furnished by Customer.**

(ii) **TIC's warranty applies to work carried out on behalf of Customer and is made for the benefit of Customer and it may only be transferred with the prior written consent of TIC.**

(iii) **Under no circumstance shall TIC be liable under any warranty for any damages to the extent incurred by (i) defects, normal wear and tear of the Product, or failures attributed to Customer's negligence in or other failure to comply with the preservation, storage, installation, operation or maintenance of Products in accordance with applicable specifications or the instructions and recommendations by the original equipment manufacturer ("OEM") and sound aviation industry practices; (ii) environmental conditions beyond the scope of design or use in harsh conditions; (iii) shipping or transit damage (other than due to improper packing by TIC); (vii) being unpacked or repacked other than in accordance with ATA 300, OEM recommendations, or TIC's instructions; (iv) any subsequent disassembly, repair or service**



(except if such disassembly, repair or service was performed by TIC or at TIC's direction), (v) foreign object damage sustained in operation, transit, or in storage; (vi) damage caused due to the failure or malfunction of another component or unit which have not been maintained by TIC (i.e. consequential or resultant damage), or due to aircraft operation and/or maintenance not performed in accordance with OEM and/or Aviation Authorities instructions. The aforementioned list is intended to detail examples of exclusions to TIC's warranty and shall in no event be deemed an exhaustive list of the exclusions. TIC reserves the final determination, in its sole discretion, as to whether there was a defect in workmanship.

17. WARRANTY PROCESS.

(a) TIC shall not be liable for a breach of the warranty set forth in Section 16 above unless customer gives written notice of the warranty claim to TIC upon the sooner to occur of: (i) ten (10) days of when Customer discovered or should have reasonably discovered that the Services were defective and (ii) the expiration of the warranty period. Such written warranty claim must be supported with sufficient detail and documentation from Customer describing the suspected issue and providing proper trace to TIC's most recent Service.

(b) Customer shall return, together with its warranty claim, any Product (along with all attached or related items, including the Product records, needed to determine the cause(s) of malfunction) alleged to be defective and under warranty. The Product shall be properly identified, properly packed, and returned prepaid to TIC, or as otherwise agreed between the Customer and TIC.

(c) The Product shall be delivered to TIC within thirty (30) days from the date of submission of the written warranty to TIC.

(d) Upon receipt of the Product for which warranty is claimed, TIC shall promptly conduct and document an investigation to determine the validity of such claim in accordance with Section 16 above. **TIC shall be the sole decision maker about whether there is a defect in workmanship under normal use and service.**

(e) A warranty claim shall be deemed to have been accepted by TIC only upon TIC's written acceptance to Customer. If a warranty claim is accepted, TIC shall, in its sole discretion, elect to repair the Product or to tender to the Customer the Service price paid by Customer, which, in either case, shall be Customer's sole and exclusive remedy.

(f) In the case a warranty claim is rejected, TIC shall give a written explanation of its refusal and inform the Customer of the viability of a repair and the cost of the repair.

(i) If the Customer agrees to perform the repair, the Customer shall provide, in writing, to TIC its approval to proceed with the repair, which will be undertaken pursuant to the Terms of this agreement.

(ii) If the Customer elects to not proceed with the repair, then the Customer is still responsible for all associated shipping charges, testing, and evaluation costs.

18. DISCLAIMER OF WARRANTIES.

THE WARRANTIES REFERENCED IN SECTION 16 ABOVE AND THE OBLIGATIONS AND LIABILITIES OF TIC THEREUNDER, ARE EXPRESSLY IN LIEU OF, AND THE CUSTOMER HEREBY WAIVES AND RELEASES TIC FROM, ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS, REMEDIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TIC'S LIABILITY UNDER THIS AGREEMENT SHALL NOT BE DEEMED ALTERED OR CHANGED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, UNLESS TIC HAS EXPRESSLY CONSENTED THERETO IN A WRITTEN INSTRUMENT SIGNED BY THE CUSTOMER'S AND TIC'S DULY AUTHORIZED REPRESENTATIVE.

19. EXCLUSIVITY OF REMEDY AND LIMITATION OF LIABILITY.

(a) **THE REMEDIES SET FORTH IN SECTION 16(B) SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST TIC FOR CLAIMS RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES.**

(b) **IN NO EVENT SHALL TIC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(c) **IN NO EVENT SHALL TIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TIC PURSUANT TO THIS AGREEMENT.**



20. INSURANCE.

During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than USD\$1,000,000 and aircraft insurance in a sum no less than USD\$1,000,000, with financially sound and reputable insurers. Upon TIC's request, Customer shall provide TIC with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. Customer shall provide TIC with five (5) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against TIC's insurers and TIC.

21. WAIVER.

No waiver by TIC of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by TIC. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. INDEMNIFICATION.

(a) Customer agrees to indemnify and hold harmless TIC and its employees, members, affiliates and agents against and from any and all claims, liabilities, losses, damages or expenses, including (without limitation) attorneys' fees, resulting from or

(b) arising out of the ownership, use, possession or transfer of any Product by Customer or any other person after such Product is delivered to Customer, except to the extent prohibited by law and/or to the extent arising from TIC's gross negligence or willful misconduct.

(c) Customer agrees to, at its own expense, indemnify and defend TIC against any third party patent or copyright infringement claims, lawsuits, actions or demands, which arise directly or indirectly from the result of TIC's performance of Repair Services utilizing, in whole or in part, any technical information, parts, materials, and/or equipment that was furnished to TIC by Customer, and Customer shall pay any damages, expenses, reasonable attorneys' fees, and costs in defense of the claim against TIC or agreed to in settlement.

23. END-USER CERTIFICATIONS.

(a) Customer hereby certifies the Products will not be re-sold or re-exported contrary to:

- (i) the Export Control Legislation of the United Kingdom;
- (ii) the Export Control Legislation of the European Union; and
- (iii) the Export Control Legislation of the United States.

(b) Customer will not knowingly supply the Products directly or indirectly via 3rd party organisations to any of the following:

(c) commercial or military operators in Cuba, Iran, Iraq, Libya, Yemen, North Korea, Sudan, Syria, Russia, or to any restricted country, unless otherwise authorized by the United States Government;

- (i) military operators in any embargoed destinations;
- (ii) a sanctioned country or an entity/person that is owned or otherwise controlled by a listed country or entity/person as referred to within the United States Department of Treasury, Office of Foreign Assets Control ("OFAC") regulations, and/or International Traffic in Arms Regulations ("ITAR") regulations;
- (iii) an entity/person that is included in any of the lists of specific designated nations or designated persons or entities (or equivalent) held by:
- (iv) the United States (including, but not limited to, the Office of Foreign Assets Control of the U.S. Department of the Treasury, and the U.S. Department of State);
- (v) the United Nations;
- (vi) the European Union;
- (vii) Her Majesty's Treasury, and the Foreign and Commonwealth Office of the UK; or
- (viii) any other relevant authority having jurisdiction over the Customer;
- (ix) an entity/person that is listed on a Denied Party List by the government/government agency of the EU, UK and/or U.S; and
- (x) an entity/person that is not in compliance with the ITAR Regulations, the Export Administration Regulations ("EAR") and the terms of the U.S. Department of State, U.S. Department of Commerce, or Directorate of Defense Trade Controls ("DDTC").

(d) Customer further certifies that it will abide by all applicable U.S. export control laws and regulations and any applicable sanctions, terrorism, and money laundering laws, rules, and regulations with respect to any Products and/or Services purchased from or provided by TIC and will obtain any licenses or prior approvals required by the U.S. Government prior to export or re-export. Customer agrees to consult various resources, such as the EAR, ITAR, and OFAC, by the U.S. Department of Commerce's Bureau of Industry and Security's ("BIS") Export Counseling Division, and other appropriate Government Sources to



ensure that the sales and distribution of said Products and/or Services is done in accordance with all applicable laws, orders, and regulations.

(e) Customer further certifies the Products and/or Services will not be used for any other purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that they will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Products and/or Services, or any replica of them, will not be used in any nuclear explosive activity or unsafe guard nuclear fuel cycle activity.

(f) By engaging in a transaction with TIC, Customer is certifying it is Customers' responsibility to be fully compliant with all International Trade Laws. TIC does not undertake an obligation to provide updates to Customer with respect to changes or new developments to International Trade Laws.

(g) In connection with the performance of Services by TIC, Customer agrees not, and agrees not to permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents, to promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any non-U.S. official, in each case, in violation of the Foreign Corrupt Practices Act of 1977 (the "FCPA") or any other applicable antibribery or anti-corruption law.

24. FORCE MAJEURE.

TIC shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term 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 TIC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

25. ASSIGNMENT.

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of TIC. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement.

26. RELATIONSHIP OF THE PARTIES.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

27. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

28. GOVERNING LAW.

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

29. WAIVER OF JURY TRIAL.

The Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

30. SUBMISSION TO JURISDICTION.

(a) Any dispute arising out of or in connection with this Agreement that could not be settled amicably by the parties within three (3) months of the notice by a party to the other of the reason of the dispute shall be resolved fully and finally by binding arbitration in Miami, Florida, by a single arbitrator of the American Arbitration Association, who shall be agreed upon by TIC and Customer.

(b) If the parties cannot agree on an arbitrator, the American Arbitration Association shall appoint the arbitrator.

(c) Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

(d) The substantive laws of the state of Florida shall apply in the arbitration.

(e) The parties shall split the arbitrator's fees and other direct costs of the arbitration.



(f) Any decision provided by the arbitrator in accordance this provision shall be final and binding on the parties and judgment upon award by the arbitrator may be entered in any court having jurisdiction.

(g) The arbitration shall take place in the English language

(h) With regard to any matter which cannot be determined by arbitration, the parties hereto consent to jurisdiction in the federal courts of the United States of America or the courts of the State of Florida, in each case located in the City of Miami and County of Miami-Dade. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

31. ATTORNEY'S FEES AND COLLECTION COSTS.

(a) In the event TIC incurs any collection costs due to the Customer's nonpayment, Customer shall be responsible for paying all such collections costs.

(b) In the event that TIC shall engage an attorney or commence an action against Customer, whether through arbitration or litigation, arising out of facts and circumstances related to the Terms, this Agreement, and/or the performance of Services by TIC, including, but not limited to, Customer's breach of any of its obligations hereunder, TIC shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

32. NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

33. SEVERABILITY.

If any term or provision of this Agreement is deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

34. SURVIVAL.

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction, and Survival.

35. ENTIRE AGREEMENT.

ENTIRE AGREEMENT. THESE TERMS AND CONDITIONS OF SERVICE CONTAIN THE ENTIRE AND THE ONLY AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PERFORMANCE OF SERVICES AND ANY OTHER RELATED SERVICES AND SUPERSEDES ANY ALLEGED RELATED REPRESENTATION, OR PROMISE OF CONDITION NOT SPECIFICALLY INCORPORATED HEREIN. THE PROVISIONS OF THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED, EXCEPT BY A WRITTEN DOCUMENT SIGNED BY TIC.

