



Preamble

GARRISON WALKER GROUP, INC. is herein referred to individually as "**GWG**" or "**Buyer**" and the person or entity selling goods to Buyer is referred to as the "**Vendor**." Buyer and Vendor may hereinafter be individually referred to as a "Party" and collectively as "Parties." Purchase of any goods or services is expressly limited to, and expressly made conditional on Vendor's acceptance of the Terms and Conditions ("**TC**").

Any contract, purchase order, repair order, quote and/or general terms agreement (collectively referred to as the "**Agreement**") between the Parties, for the purchase of goods or services, shall be formed in accordance with these TC. These TC shall apply to all future transactions between Buyer and Vendor, even without express agreement being repeated, and are deemed to be accepted upon receipt of the goods or services purchased. Any acceptance of Vendor's offer is expressly limited to acceptance of these TCs and Buyer expressly objects to any additional or different terms proposed by Vendor. Any differing terms and conditions of the Vendor are hereby expressly contradicted unless expressly agreed to in a subsequent writing signed by an authorized representative of the Buyer.

The Agreement and these TC shall be read in conjunction, shall form an integral part of the Agreement, and all references to the "Contract" herein shall include these TC and any Agreement.

These TC and/or any Agreement contains all agreements, arrangements and stipulations between the Parties in respect to the goods or services purchased, and supersedes all previous agreements, proposals, arrangements and stipulations with respect to the same subject matter. The Vendor acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Buyer which is not set out in the Agreement.

These TCs shall be divided as follows:

Section 1. Purchase of Goods

Section 2. Purchase of Services

Section 3. Additional Quality and Legal Provisions

Section 1. Purchase of Goods

1. **Acceptance:** This Purchase Order (herein referred to as the "**Order**") is neither an expression of acceptance of any offer made to Buyer by Vendor nor a confirmation of any contract or agreement between Buyer and Vendor; this order is an offer to the Vendor to contract on the terms set forth herein, and such offer expressly limits acceptance by Vendor to the terms set forth herein. These Terms and Conditions shall supersede and replace all terms and conditions appearing or referred to on the face or on the reverse of any proposal, acknowledgement, or acceptance or any other communication issued by the Vendor in connection with such Order.
2. **Condition of Material:** All repaired/overhauled material, parts, equipment, or items ("**Material**") supplied by Vendor must have been repaired/overhauled per OEM specifications. All Material is guaranteed repairable if as removed or guaranteed serviceable if repaired/overhauled. Unless otherwise specified in writing, Vendor confirms that it has no knowledge of any serviceable or overhauled item included in this Order having failed in any repair process prior to the current certification. If a unit purchased on this Order has been deemed non-repairable or out of repair limits, all documentation from the prior repair attempt must be presented to Buyer for approval prior to this Order becoming effective.
3. **Specification and Certification:** All Material supplied by Vendor shall comply with the applicable part numbers and other specifications stipulated on this Order. No substitutes are permitted except

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upon the prior written consent by an authorized representative of Buyer and clearly noted on the Order. Material subject to Federal Aviation Regulations must have been manufactured in accordance with FAR Part 21 Sub part F, G, K or O and must be certified accordingly. Parties acknowledge United States Federal Aviation Administration (“FAA”) Advisory Circular (“AC”) 00-56 and agree to follow the processes and procedures described therein. Material manufactured outside the U.S.A. which is to be fitted to a U.S. type certificated product shall be imported into the USA in accordance with FAR part 21 Sub-part N, under a certificate of airworthiness. Material manufactured outside the United States under European Aviation Safety Agency (“EASA”), Joint Aviation Authorities (“JAA”) or other approved Civil Aviation Authority shall be certified by EASA Form One, JAA Form 1 or approved equivalent Authorized Released Certificate/Airworthiness Approval Tag. All Material in new, overhauled, modified, repaired or serviceable condition shall be appropriately certified in accordance with FAA, EASA, JAA or approved Civil Aviation Authority airworthiness requirements. All new/factory new Material must be supplied with an original 8130 or EASA Form 1.

4. **Traceability:** Buyer accepts Material only if traced back to an airline with all legal documents and non-incident statement from the last operator provided and in accordance with the FAA AC00-56, latest revision. All factory new Material must have OEM trace as well as an original 8130 or EASA Form 1. All standard parts shall be accompanied by a certificate from the OEM and distributor stating that the parts fully comply with the applicable published national, international, or industry specification stated on this Order, and include a Non-Incident /Non-Accident letter stating that the parts have not been involved in an incident or accident. Vendor represents that with regards to Material, all latest Service Bulletins and Airworthiness Directives have been complied with.
5. **Packaging:** All goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with Aviation Transport Association (“ATA”) 300. Each container will be marked with applicable Order number and be accompanied by one copy of the shipping papers. All Material shipped to Buyer must reference on the air waybill the Order number, part number, and serial number if applicable.
6. **Title and Risk of Loss:** Title and risk of loss of goods purchased hereunder will be borne by Vendor until goods are received by Buyer at Buyer’s facility identified on the face of this Order, whereupon title and risk of loss will be transferred to the Buyer.
7. **Termination for Convenience:** Buyer may at any time prior to delivery terminate this Order for its convenience, in whole or in part, by written, telegraphic or verbal notice confirmed in writing to Vendor. Upon receipt of notice to terminate, Vendor shall cease all production and provision of goods. If Vendor has specifically manufactured the goods to fill this Order and is unable to make other commercially reasonable disposition of the goods, Buyer shall reimburse Vendor the cost incurred for the line of work performed by Vendor in respect of such goods at the time of written notification by Buyer. Vendor will mitigate such costs to the extent it is reasonably possible. Buyer’s liability under this paragraph will not exceed the aggregated price specified in this Order.
8. **Returns:** Buyer may, in its sole discretion, at any time and from time to time, within (60) days after acceptance of the goods, return to Vendor any part or all goods and receive full credit on such return.
9. **Warranties:** Vendor warrants that (a) all goods and services when delivered will be merchantable and free from defects in workmanship and material, will conform strictly to the specifications, drawings, samples, or other description specified herein or furnished herewith, and will be fit for their ordinary intended purpose and any special purpose specified by Buyer; (b) it has good title to the goods free from all encumbrances and that it will defend such title against demands of all persons whomsoever arising; (c) all goods of Vendor’s design or production will be free from defects in design or production; and (d) it has all required authority and approvals to sell the goods to and perform the services for the Buyer. All warranties shall run to Buyer, its successor’s assigns, and all persons to whom the good may be resold.

10. **Notification of Nonconforming Material:** Vendor shall notify Buyer of any and all nonconformities when discovered by Vendor for both Material already delivered and Material in process. Vendor shall also obtain approval from Buyer for nonconforming product disposition. Suspected Unapproved or Counterfeit Parts will be reported by Buyer in accordance with FAA AC 21-29.

Section 2. Purchase of Services

1. **Terms of Agreement and Acceptance:** Vendor shall carry out or arrange the completion of the maintenance, repair, and/or overhaul services (the “**Services**”) of the engine and aircraft composite and component parts (collectively referred to as “**Unit(s)**”) under the control of Buyer as further set forth in the applicable quote, repair order, and/or general terms agreement (collectively referred to as the “**Agreement**”).
Vendor acknowledges and agrees that any shipment to it by Buyer for the performance of Services with notice of these TC and without specific written objection thereto, constitutes acceptance of the bid, proposal, or quote and of these TC as the entire agreement between the Parties with respect to the subject matter. Any repair order(s) and Vendor’s performance of such Services shall also constitute Vendor’s assent to these TC. Additionally, the Parties’ execution of a general terms agreement shall constitute as acceptance of these TC and thereby formulate the entire agreement.
2. **Services Standard and Performance of Services:** All services performed and materials furnished by Vendor in providing the Services shall be in accordance with the requirements set forth by the Airworthiness Authority identified by BUYER and in accordance with Vendor’s or Vendor’s subcontractor’s (whichever is applicable) Quality Manual and Procedures approved by the FAA under Part 145 and Vendor’s maintenance program to the extent not contrary therewith. Airworthiness Authorities shall mean the United States FAA, European Aviation Safety Agency EASA or other civil aviation agency (“**CAA**”) or any successor, assign, or future equivalent administration regulating aviation maintenance, repair, and overhaul procedures.
Vendor warrants that it holds FAR §145 Repair Station Certificates with ratings applicable to performance of the Services being provided and will maintain its Repair Station Certification under Part §145, or future equivalent accepted FAR §145 Certificate.
3. **Right to Subcontract:** Vendor shall not have the right to subcontract the performance of Services set forth hereunder without the express prior approval of Buyer. In the event Buyer approves Vendor’s request to subcontract any or all of its obligations hereunder, Vendor warrants that its subcontractor shall perform the Services in accordance with the maintenance approvals set forth in Section 2 above, and shall be a company, organization, or individual approved for the purpose by the FAA or any other applicable authority as deemed by Buyer. The performance of Services by any subcontractor shall not relieve either Party of any of its obligations under the Agreement.
4. **Terms of Payment:** Unless otherwise provided for in the Agreement, Vendor shall issue a monthly invoice for the Services. All invoices submitted by Vendor for payment shall be made payable in United States Dollars (“USD”) and net 30 days at the location identified therein. Payment will be deemed to have been made upon Buyer’s wire of payment. In the event of a dispute of any charge in the invoice, Buyer shall, prior to the payment due date of such invoice, notify Vendor of the dispute and state the reasons why it believes the disputed amount was improperly invoiced. Any undisputed portion of such invoice shall be paid by the due date and the Parties shall continue performing their respective obligations under the Contract while the dispute is pending.

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5. **Delivery, Redelivery and Packing:** Unless otherwise provided for in the Agreement, Buyer shall prepare and package the Unit(s) to the Vendor's repair facility in accordance with ATA-300. Any and all costs associated with delivering the Units to Vendor shall be included in the price stated in the Agreement. Vendor shall be responsible for the redelivery of all such Units upon completion of Services on a freight prepaid basis to Buyer, and completed Unit(s). With respect to delivery, Buyer shall not be responsible for any delay and/or failure to comply with the Contract due to circumstances beyond its reasonable control.
6. **Risk of Loss:** Risk of loss or damage to Buyer's Unit remains with Vendor at all times following acceptance of the Unit for performance of the Services, until the Unit is received by Buyer post Services completion.
7. **Title:** Title to each item of the Unit(s) remains with Buyer or the owner thereof at all times. Buyer shall grant Vendor a license for the Unit(s) in order to perform the Services under the Agreement.

In the event of an exchange, title shall pass from Vendor to Buyer upon the installation of the exchange part to the Unit or aircraft as the case may be. Title to all new or replacement parts or materials placed on or attached to, installed on or becoming a part of any Unit, that were purchased or otherwise supplied or manufactured by Vendor or its approved subcontractors, remains with Vendor or such subcontractor until installation onto Buyer's Unit at the time of Services.

8. **Warranty:** Vendor warrants that the Services performed on Buyer's Unit(s) shall be performed in a workmanlike manner and that the parts used therein will be free from defect in material and manufacturer when provided by Vendor. Vendor further warrants the Services performed on Buyer's Unit(s) shall fit for its particular purpose and shall be merchantable. This Section shall not limit the any and all warranties granted to Buyer under statute.

If any Services performed by Vendor for Buyer prove to have been performed in a defective manner, then Vendor is obligated and liable, with respect to each defect, to correct or replace such defect in the individual part(s) directly affected. Buyer agrees to advise Vendor within thirty (30) days of the reported failure providing the:

- i. Date of installation;
- ii. Date of failure and hours of operation;
- iii. Aircraft Tail Number (if Unit was installed on an aircraft);
- iv. Nature of failure; and

UNLESS OTHER AGREED TO BY THE PARTIES, BUYER SHALL REPORT SUCH WARRANTY CLAIMS WITHIN THE TIMEFRAME BELOW:

- **OVERHAULED UNITS:** 24 Months after completion of the Unit or installation date of work performed.
- **REPAIRED UNITS:** 12 months after completion of the Unit repair or installation date of work performed.
- **BENCH TESTS & RE-CERTIFICATION:** No warranty shall apply.

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In the event vendor elects to repair the Unit subject to Buyer's warranty claim, Vendor is limited to the corrective action listed below:

- i. by specialist at the Vendor's repair facility or at another location as determined by BUYER;
- ii. in situ by Vendor; or
- iii. by a third party approved beforehand by Buyer and at Vendor's expense.

Cost of removal, incoming transportation, and reinstallation is included in the price listed in the Agreement. Notwithstanding the foregoing, Vendor will cover the cost of return transportation for repairs deemed to be covered under the warranty policy.

Vendor hereby gives to Buyer, insofar as Vendor or Buyer is entitled, the benefits under parts warranties which may exist in favor of Vendor or Buyer by manufacturers, and will process warranty claims with manufacturers on Buyer's behalf. Any allowance given by manufacturers on warranty claims will be credited to Buyer's account promptly.

9. **Suspension of Performance:** Buyer may, by written order, suspend all or part of the Services to be performed by Vendor under the Contract for any period not to exceed ninety (90) Days. Within such period, or any extension thereof to which the Parties may agree, Buyer shall either: (a) cancel such suspension, or (b) terminate the work covered by suspension in accordance with the Termination Section herein.

Section 3. Additional Quality and Legal Provisions

The following provisions shall apply to the purchase of goods or services as between the Parties.

1. The Vendor shall have a Quality System in place to meet the intent of one of the following quality standards, but not limited to, the ASA- 100, ISO 9001, AS9120, or similar Quality System. Seller shall maintain an effective Quality System based upon product complexity and contractual requirements.
2. Responsibility for control of quality shall be clearly designated within the Vendor's organizational structure. The Quality System shall provide for placement and training of inspection and other personnel who have an effect upon or are responsible for determining product quality. Formal Certification of personnel for processes, materials, or other operations requiring special skills or training shall be maintained.
3. Vendor shall establish controls to prevent the use of suspected unapproved, unapproved and counterfeit parts.
4. Vendor shall establish controls to prevent the use of nonconforming materials when conforming materials are required.
5. Vendor shall provide and obtain for Buyer, Buyer's customers, and appropriate regulatory agencies access to any and all facilities, including those facilities of Seller's external providers, where work on Units is being performed or is scheduled to be performed under this Purchase Order ("PO") or Repair Order ("RO"). Vendor shall ensure, when required that Buyer's customers designated or approved external providers, including process sources are used. Buyer shall have the right to perform in-process inspection, audits, and system surveillance at Seller and Seller's external provider's facilities as part of verification of conformance to the requirements of this PO/RO at no cost to Buyer.
6. Vendor shall maintain complete records of all manufacturing, inspecting and testing in connection with this PO/RO. At Buyer's election, such records shall be made available to the Buyer, Buyer's customers and/or appropriate regulatory agencies during the performance of this PO/RO and for at

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least seven (7) years after completion of this PO/RO or for such longer periods, if any, as may be specified elsewhere in this PO/RO. Upon Buyer's request, Seller shall forward such records to Buyer at no cost to Buyer. Vendor shall require control of quality at all points necessary to assure conformance to this PO/RO's requirements, whether performed by Vendor or by Vendor's sub-tiers.

7. Vendor's documented quality system shall provide for the review of this PO/RO to ensure that quality requirements are incorporated into manufacturing planning, and inspection and test instructions, as applicable, to assure compliance with this PO/RO. Unless otherwise authorized by Buyer in writing, upon request by Buyer, Vendor shall provide all Vendor records, reports, specifications, drawings, inspection and test results and other documentation.
8. Vendors are hereby subject to inspection by the FAA or regulatory agency of any product or process. GWG and its customer shall have the "Right of Entry" to review the procedure, process, records or material at the seller's facility, including its subcontractor.
9. Vendors shall flow down all Garrison Walker Group, Inc., PO/RO requirements to all their suppliers, and to their sub-tiers. Each Vendor and its sub-tiers is responsible for compliance with all GWG requirements specified on the PO/RO.
10. **Control of Processing Nonconforming Material and Corrective Action**
 - a. Vendor shall implement and maintain a system, which provides for identification, documentation, segregation and disposition of nonconforming material and shall ensure effective, positive corrective action is taken to prevent, minimize, or eliminate non-conformance. Seller's system shall ensure that non-conforming material is not used for production purposes.
 - b. Buyer requires that Vendor requires their external providers to apply appropriate controls to their external provider to ensure that requirements are met.
 - c. Vendor shall maintain records of all nonconforming material, dispositions, assignable causes, corrective actions, and effectiveness of corrective actions for the period specified in this PO/RO.
 - d. Vendor shall evaluate each non-conformance for its potential to exist in previously produced or delivered Units. If a non-conformance exists, Vendor shall notify Buyer, in writing, within 24 hours.
 - e. Buyer shall forward requests for corrective action, through a Continuous Improvement Analysis Request ("CIAR") form if required, to Vendor when unsatisfactory performance by Vendor and/or any of its subcontractors is detected by Buyer. Vendor shall respond to all Buyer requests for corrective action. When requested by Buyer, Vendor shall provide on Vendor's company letterhead, a response showing actions taken within their process to correct such nonconformity and action taken to preclude recurrences.
 - f. If Vendor does not respond to Buyer's CIAR, within 14 days of receipt of the nonconforming item(s), the Vendor shall be deemed to have accepted responsibility for the identified non-conformance. Payment under this PO/RO may be withheld pending receipt and approval of the CIAR by Garrison Walker Group, Inc..
11. **Vendors shall ensure that their employees are aware of:**
 - a. Their contribution to product or service conformity,
 - b. Their contribution to product safety, and
 - c. Their contribution to the importance of ethical behavior.
12. **Price and Taxes:** The prices for the purchase of goods or services shall be set out in the applicable Agreement. The prices set forth in the Agreement are all inclusive, including, but not limited to taxes, the cost of packing, crating, materials and delivery to the DDP (Incoterms 2010) point. Prices are not subject to revision.
13. **Delays:** Time is of the essence for performance of this Order. If any goods or services are not

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delivered within time specified, Buyer in addition to any other remedies provided by law, may refuse to accept all or any part of such goods or services and cancel this order; provided however, neither party will be liable for delays in delivery caused by force majeure which shall include Acts of God, war, fire, flood, explosion or earthquakes or any other cause beyond its control.

In the event of a Force Majeure Event, the obligations of either Party may be extended for a period required in order to allow the other Party the same opportunity to perform its obligations as it would have had in the absence of the relevant Force Majeure Event.

This Section shall not, however, relieve the prevented Party from using its commercially reasonable efforts to avoid or remove such causes and continue performance upon removal or termination of the Force Majeure Event. Each Party agrees to notify the other Party when a Force Majeure Event or an Excusable Delay occurs or is likely to occur, such notification being provided at the earliest possible date, and agrees to continue to advise such other Party of new schedules and/or change thereto. Additionally, within fourteen (14) days upon the cessation of the Force Majeure Event, the prevented Party shall give prompt written notice to the other Party of such cessation. Immediately upon such notification, the Parties shall continue with the performance of its obligations.

14. **Termination:** Either Party may terminate the Agreement, if the other Party shall:

- a. Apply for or consent to the appointment of a receiver, trustee, custodian, intervener, or liquidator of itself or of all or a substantial part of its assets;
- b. File a voluntary petition in bankruptcy, admit in writing that it is unable to pay its debts as they become due or generally not pay its debts as they become due;
- c. Make a general assignment for the benefit of creditors;
- d. File a petition or answer seeking reorganization of an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws;
- e. File an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding; or
- f. Have an involuntary proceeding commenced against it seeking bankruptcy or reorganization or the appointment of a receiver, custodian, trustee, liquidator or other similar official, or all of its assets, and such proceeding shall not be dismissed within 30 days of the filing thereof.

In the event that either Party commences with any of the insolvency circumstances noted directly above, then the other Party may immediately terminate the Agreement, including any work in progress, upon written notice to such other Party, unless the other Party, within fifteen (15) days of such notice, gives adequate assurances of the future performance of the Agreement.

If either Party fails to perform its obligations under the Agreement, written notification will be provided to the defaulting Party. If this failure continues for thirty (30) days after written notification is received, the non-defaulting Party may terminate the Contract immediately upon written notice.

Notwithstanding the foregoing, Buyer shall have the right to terminate the Contract if Vendor:

- a. Commits a breach of any material term of the Contract (or commits a series of minor breaches amounting in total to a material breach), which has not been remedied within five (5) days of receipt of a written notice requiring the remedy of such a breach; or
- b. Files for a voluntary petition in bankruptcy, shall make assignment for the benefits of creditors of all or substantially all of its assets, or shall fail to secure dismissal or an involuntary petition in bankruptcy within sixty (60) Days after the filing thereof.

In the event of termination as described above, such terminating Party shall deliver a Notice of Termination to the other Party specifying the extent of termination and the effective date. Upon Notice of Termination, Vendor shall immediately stop all Services hereunder and shall immediately cause any and all of its suppliers and/or subcontractors to cease work. In no event shall Buyer be liable to Vendor or any third party for any and all losses or damages as a result of the termination including, but not limited to, lost or anticipated profits, or unabsorbed indirect costs.

The premature termination of the Contract by act of the Parties shall not relieve the Parties of any liability, obligations, expenses or charges accrued up to the date of such termination. All rights accruing to the non-defaulting Party up to said date of termination shall remain in full force and effect. Additionally, such terminating act shall in no way affect or impair its right to bring suit or make claim for any default or breach of the Agreement.

15. **Inspection:** All services or goods ordered will be subject to inspection and acceptance at destination by Buyer or its authorized representative within a commercially reasonable time. Buyer, at its sole option, may inspect all or a sample of the services or goods, and may reject all or any portion of the services or goods if it determines the services or goods are nonconforming or defective. If Buyer rejects any portion of the services or goods, Buyer has the right, effective upon written notice to Vendor, to: (a) rescind the Order in its entirety; (b) accept the services or goods at a reasonably reduced price; or (c) reject the services or goods and require replacement of the rejected services or goods. If Buyer requires replacement of the services or goods, Vendor shall, at its expense, within five (5) business days replace the nonconforming services or goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective services or goods and the delivery of replacement services or goods. If Vendor fails to timely deliver replacement services or goods, Buyer may replace them with services or goods from a third party and charge Vendor the cost thereof and terminate this Order for cause. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Vendor's obligations under the Order, and Buyer shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

16. **Indemnity:** Vendor hereby agrees to release, Indemnify, defend and hold Buyer, its subsidiaries, affiliates and shareholders, and all of their respective officers, directors, members, employees, agents, successors and assigns (collectively referred to as the "**Buyer Indemnitees**") harmless against any and all losses, liabilities, damages, costs, and expenses resulting or arising (directly or indirectly) from (a) infringement or alleged infringement of any United States or foreign patent or any other intellectual property right by the services provided hereunder or by any of the goods delivered hereunder which were designed or manufactured by Vendor; and (b) for deaths of or injuries to any persons whomsoever, and for loss of, damage to delay in delivery or destruction of any property arising out of or in any way connected with the services performed or goods sold hereunder, except only to the extent such loss is caused solely by the gross negligence or willful misconduct of any Buyer Indemnitee. Promptly on a Buyer Indemnitee's request Vendor will defend the Buyer Indemnitees against such claims, actions, proceedings and litigation and further pay any and all such losses, liabilities, costs, and expenses arising from any such claim, demand, action, proceeding, litigation, or settlement relating thereto.

In no event shall the Parties be liable to the other Party or any third party for any indirect, incidental, or consequential, punitive, or any other damages of any kind including, but not limited to, business interruption, loss of customers, loss of data, loss of or damage to reputation or goodwill, loss or liability under or in relation to any other contract, lost revenues, profits, opportunity or anticipated savings and any indirect or consequential loss or damage, for any matter arising out of or in connection with the performance or non-performance of the Agreement, whether such liability is asserted on the basis of contract, tort, products liability, negligence, statute or otherwise at law, even if a Party has been advised of the possibility of such damages.

17. **General:** If there is an express conflict between the terms of this Order and the provisions of any current written agreement between Vendor and Buyer also intended expressly to apply to the goods and/ or services ordered herein, those provisions will control only for those goods and services not contemplated by both such current written agreement and this Agreement. In filling this order, Vendor and its subcontractor will comply with all applicable federal, state and local laws and the rules and regulations and shall furnish evidence of such compliance as required by Buyer.

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18. **Assignment:** Vendor may not assign any rights or obligations arising under this Order without the prior written consent of Buyer.
19. **Changes:** Vendor shall notify Buyer in writing in advance of any and all: (1) changes to the goods, their specifications, and/or composition, (2) process changes, (3) supplier changes, and (4) change of manufacturing facility, if applicable. Vendor shall obtain Buyer's approval of such changes.
20. **Modifications:** No modifications of this Order will be binding on Buyer unless in writing and signed by Buyer or its agent. Usage of trade, course or performance any course of dealing cannot supplement or modify this Order. Buyer reserves the right to make, and Vendor agrees to accept, reasonable changes to this Order, including changes as to packing, leasing, destinations, specifications, designs, and delivery schedules but changes will be authorized by Buyer's written instructions. If such instructions affect delivery or price, Vendor will notify Buyer Immediately, and an equitable adjustment in price s or other terms hereof will be agreed upon in a written amendment to this Order. Buyer's (a) failure to insist on strict performance of any term or condition hereof; (b) failure or delay to exercise any right or remedy provided herein or by law or property to notify Vendor in the event of breach; (c) acceptance of or payment for services or goods hereunder ; or (d) approval of any design will not release Vendor from any of the warranties or obligations of this order and will not be deemed a waiver of any right of Buyer to insist upon strict performance here of or any of its rights or remedies as to any prior subsequent default hereunder ; nor will any purported oral modification or rescission of this Order by Buyer operate as a waiver of any term or condition hereof.
21. **Set-off:** Vendor agrees that Buyer may, at any time and from time to time, set-off, recoup or credit any amounts owed to Vendor hereunder against any amounts owed by Vendor to Buyer or any affiliate of Buyer. For the purposes hereof, affiliated means any parent corporation, subsidiary corporation, or corporation or other entity under common ownership or control with Buyer.
22. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles County, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.
23. **Export:** Vendor understands that any goods, technology, or products manufactured from the technology furnished by Buyer pursuant to this Order are subject to export controls under the laws of the United States, including but not limited to: (i) U.S. exports regulations governing the export, transfer, or re-export of U.S. manufactured products, and products containing U.S. components, software, or technology as set forth in the U.S. Export Administration Regulations (EAR), 15 C.F.R. § 772 et seq.; (ii) U.S. export regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Asset Control Regulations (FACR), 31 C.F.R. §§ 500 et seq.; and (iii) the International Traffic in Arms Regulations, 22 C.F.R. §§ 120 et seq. Vendor agrees, warrants and represents that it will not export or re- export any goods, technology, or products manufactured from the technology that are the subject of this Order in violation of the export laws of the United States. Vendor shall provide any and all import and export documents as requested by Buyer in order to comply with the requirements herein. Should Vendor fail to provide such documents, Buyer shall be entitled to return all or any part of the goods furnished by Vendor. Vendor shall indemnify and hold harmless Buyer from any costs, penalties, fines, damages, expenses or liabilities, including attorney fees incurred by Buyer in connection with any violation of applicable export control laws and regulations by Seller.
24. **Confidentiality:** Vendor acknowledges that it will obtain confidential information provided as a result of this Order, including, without limitation, all provisions of this Order, drawings, specifications, schematics, and formulae (the "**Confidential Information**"). Confidential Information will not include information which is already in the public domain or which is already in Vendor's possession and not

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otherwise confidential or which was received from third parties having a right to disclose such information. Vendor agrees to keep the Confidential Information strictly confidential and will not disclose nor permit the disclosure of nor use the Confidential Information for any purpose whatsoever, except as provided herein. Vendor may disclose the Confidential Information to such of its officers, directors, attorneys, accountants, lenders, members and employees who are required to know the Confidential Information in the course of performance of this Order or their professional services (“**Disclosees**”). All Disclosees will be informed of the confidential nature of the Confidential Information and will, prior to obtaining access thereto, agree to keep this Confidential Information confidential in accordance with the terms of this Order. If so required, Vendor may also disclose the Confidential Information in connection with the enforcement of this Order or pursuant to any valid court order, regulation or other lawful order or process compelling such disclosure but only after notifying Buyer of such disclosure prior to its occurrence.

25. **Notices and Reporting:** All notices or requests exchanged in connection with the Contract shall cite the applicable provision in the Agreement or these TC and shall be given by first class mail, telex, fax, email, or air carrier delivery, fully prepaid and addressed to each Party at the address set forth in the Agreement.

Any such notice, request, invoice or other communication will be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, on the date of transmission, as shown by confirmation of transmission if delivered by fax, when received into the “inbox” of the recipient and a “read receipt” is returned to the sender if delivered by email, or on the third day following the date of deposit in the United States mail as provided above.

26. **Severability:** If any term, clause or provision contained herein is declared or held invalid or enforceable by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any of the term, clause or provision hereof.
27. **Survivability:** If this Order expires, is completed, or is terminated, Vendor shall not be relieved of those obligations contained herein. All the provisions will survive the termination.

Acceptance of any Garrison Walker Group Purchase Order or Repair Order constitutes acceptance of and a promise to adhere to the terms and conditions thus mentioned.

