

ANCRA INTERNATIONAL LLC
SUPPLIER STANDARD TERMS AND CONDITIONS
FOR PURCHASE OF PRODUCTS & SERVICES

1. **Definitions:** The term “Contract” means these terms and conditions and the written purchase order, contract or agreement which attaches, incorporates or is otherwise subject to these terms and conditions, including any exhibits, schedules or other attachments to such purchase order, contract or agreement. The term “Company” means Ancra International LLC or its subsidiary (ies) or affiliate(s) executing this Contract. The term “Seller” means any individual, corporation or other entity who is to supply Products purchased by the Company pursuant to this Contract. The term "Products" means the services, goods, and/or materials sold by Seller and purchased by Company pursuant to this Contract.
2. **Price/Terms/Order Acceptance:** Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Company’s prior express written consent. Seller shall be deemed to have accepted this Contract (purchase order, inclusive of these terms) if no statement to the contrary is provided to Company’s designated Buyer in writing within 3 business days after order receipt, or having started performance in any form in support of this Contract (“Acceptance”).
3. **Taxes:** Seller will bear all applicable taxes of the United States or any state or foreign government including political subdivisions of any of them which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to sales and use tax) from the Company on behalf of any taxing jurisdiction, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Seller. Seller shall comply with all applicable foreign, national, state or local laws regarding value added tax, sales and use tax, or other similar taxes, including all registration requirements, tax collection requirements, and the filing of returns. If applicable, in lieu of payment for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Company. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon Seller, or the price or compensation payable to Seller under this Contract, or upon the Product provided hereunder, shall be paid by Seller.
4. **Order of Precedence:** At all times, the order of precedence for the product specifications, product packaging, material handling, transportation, and any other quality and engineering matters shall be Buyer’s purchase order instructions followed by Buyer’s prints and drawings.
5. **Inspection, Quality Assurance, and Audit:** All Products will, before delivery, be subject to inspection, surveillance, testing, and audits, as well as review of procedures, practices, processes, and related documents for the purpose of quality assurance, quality control, flight safety, and configuration control by Company, its agent, or any customer of Company that is a department, agent, or instrumentality of the United States Government (specifically the FAA or any successor agency), at reasonable times and places. Seller agrees to provide access for these parties to its

facilities for such inspection, surveillance, tests, audits, and reviews. Neither the inspection, surveillance, testing, auditing or review of any Products, nor the failure to do so, before delivery to Company shall constitute acceptance of any Products or relieve Seller from exclusive responsibility for furnishing Products in strict conformance with Company's specifications. Seller warrants that it has and will maintain a quality control/assurance program that is acceptable to the Company's Quality Assurance Department with respect to the production and delivery of Products. Seller shall retain all detailed records pertaining to the production, delivery, and sale of Products to the Company under this Contract for a minimum of seven (7) years. Upon reasonable prior notice and during Seller's regular business hours, Company and/or the above-referenced governmental entity shall be entitled to inspect the facilities where the Products are produced and the records pertaining to this Contract. Seller is solely responsible for maintaining all records, including the records of any of its sub-tier suppliers and subcontractors. Seller shall cooperate with any such inspection, surveillance, test or review without additional charge to Company. Where Seller is located in, or subcontracts with a supplier or subcontractor located in, a country which does not have a bilateral airworthiness agreement with the United States, Seller will obtain and maintain on file (and require its affected supplier(s) or subcontractor(s) to obtain and maintain on file), a letter from the applicable government granting the access, inspection, surveillance, testing, and auditing rights specified within this Section 5.

6. **Delivery and Rejection:** Seller assumes full responsibility for the safe arrival of all shipments except those routed by common carrier. All shipments will comply with Company's packaging requirements specified in this Contract (if any), and all shipping containers must provide adequate protection for all materials during handling and transportation. Unless otherwise expressly agreed in writing, all shipments shall be DAP (Delivered at Place) Incoterms 2020, and risk of loss as to such Products shall transfer to Company in accordance with the applicable shipping terms. The party bearing the risk of loss shall be responsible for providing adequate insurance on shipments. Products will be received subject to inspection and approval of Company after delivery. All Products must be conforming to the specifications (including the drawing at its latest revision) identified on the Purchase Order. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test or failure to discover any defect or other nonconformance, will relieve Seller of any obligations under this Contract or impair or waive any right or remedy of Company with respect to Seller's performance hereunder. If the Products are damaged due to improper packaging or do not otherwise conform with the requirements of this Contract, Company will have the right to reject the Products and, in addition to any other rights and remedies it may have, Company may, at its sole discretion: (1) return any or all the Products to Seller for reimbursement, credit, replacement, or repair; (2) correct, rework, and/or repair the Products with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all the Products, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Any Products rejected by Company and returned to Seller will be returned at Seller's risk and expense, with the cost of packaging, handling, inspection, transportation, and any other costs incidental thereto to be charged to and paid by Seller.

7. **Warranty:** In addition to Seller's standard warranty and all warranties implied by applicable laws, Seller warrants, for the longer of either twelve (12) months after the Company's acceptance of Products or Seller's standard warranty period, that all Products will conform to all applicable specifications, drawings, instructions, data, samples, industrial or governmental standards and regulations, and will be merchantable, free from defects in design, material, and workmanship, will be as described and advertised, of good quality, and fit for the intended purposes. Seller will indemnify, defend, and hold Company harmless from any breach of these warranties without prejudice to any other rights or remedies of Company. All warranties and other provisions of this paragraph will survive inspection or acceptance of payment for, and use of the Products and completion, termination, or cancellation of this Contract, and will run to Company, its customers, successors, and assigns. The transactions contemplated under this Contract are governed by the Uniform Commercial Code, including all warranty protections (express or implied) and all buyer remedies set forth therein. Seller shall also extend to Company the warranties or guaranties, if any, given to Seller by any third-party manufacturer of component parts and accessories incorporated into the Products sold hereunder. Seller agrees to use its best efforts and will cooperate with Company in enforcing any claims against such third-part manufacturer(s) for defects that may occur.

8. **Infringement:** Seller will indemnify, protect, defend and hold harmless Company, its successors and assigns, its customers and the users of Products from all claims, demands, judgments, settlements, costs, losses and damages (including, without limitation, court and attorney fees) incurred as a result of actual infringement of any patent, copyright, trademark, trade secret, or other actual intellectual property right of any third-party arising from Company's purchase, use or sale of Products supplied under this Contract.

9. **Seller's Liability and Indemnification:** Time is of the essence in the performance of this Contract. Seller will indemnify, protect, defend, and hold harmless Company, its successors and assigns from and against all claims, demands, judgments, settlements, costs, losses, and damages (including, without limitation, court and attorney fees) arising from personal injury, including death, or property loss or damage to Company or to any third party arising out of or in any manner connected with the production and delivery of, or any defect in Products supplied hereunder, or any breach of this Contract, whether caused by Seller, or a supplier of Seller, or employees of either of them, and to defend at Seller's sole expense, any and all suits or actions, based on such claims. WITH RESPECT TO CLAIMS AGAINST COMPANY BY SELLER'S EMPLOYEES, SELLER AGREES TO, AND HEREIN DOES, EXPRESSLY WAIVE ITS IMMUNITY, AS A COMPLYING EMPLOYER UNDER WORKERS' COMPENSATION LAW, FOR ANY AND ALL ACTS OF NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF THIS INDEMNIFICATION OBLIGATION. This waiver will apply to any immunity conferred upon an employer by any state's constitution or workers' compensation laws with respect to liability for claims asserted against a third-party by a Seller's employee.

10. **Insurance:** Seller agrees to maintain the following types of insurance coverage: (a) Workers' Compensation Insurance or qualification as a self-insurer to satisfy the laws of the states which have jurisdiction over Seller's employees; (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than \$1,000,000 and Bodily Injury by Disease

with limits of not less than \$1,000,000 per claim; and (c) Commercial General Liability Insurance for bodily injury, personal injury, and property damage, including cover for products/completed operations and contractual liability, with combined limits of not less than \$5,000,000 per occurrence. To the extent permitted by law, Seller's Workers' Compensation Insurer or Seller, if self-insured, agrees to waive rights of subrogation against Company. Upon execution of this Contract and at any other time upon Company's request, Seller will provide Company with a certificate of insurance or other written certification, reasonably acceptable to Company, evidencing Seller's compliance with the requirements listed in this paragraph. Seller may satisfy the limits of insurance required herein with any combination of primary and umbrella/excess insurance policies.

11. **Cancellation:** Company will have the right to cancel this Contract if: (a) the Products are non-conforming or defective or not delivered as scheduled; (b) Seller fails to comply with or fulfill any of the terms or conditions of this Contract; (c) Seller fails to pay any sub-tier supplier or subcontractor amounts due and owing; (d) Seller fails to comply with Company's shipping and billing instructions; or (e) Seller becomes insolvent or becomes subject to any bankruptcy proceedings and such proceedings, if involuntary, are not dismissed within 60 days.

12. **Termination:** Unless otherwise expressly agreed in writing, Company may terminate this Contract, in whole or in part, at any time by giving written notice to Seller. After receiving written notice of termination from Company, Seller will immediately cease production and delivery of all Products indicated in the notice of termination. Company will pay Seller for Products completed as of the date of termination, and for actual, reasonable expenses incurred by Seller for work-in-process up to and including the date of termination, but only to the extent that such expenses do not exceed the prices set forth in this Contract. Upon such payment, all work-in-process and finished goods for which Company has paid will, at Company's option, become the property of the Company and will be released by Seller to Company for pick-up and removal, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default by Seller hereunder.

13. **Payments:** Unless otherwise mutually agreed in writing, the terms of payment are NET 60 days after Company's receipt of either Seller's valid invoice, or the Products, whichever is later. Payment by Company of an invoice from Seller does not constitute acceptance of the Products covered by the invoice. Company shall have the right to withhold payment for any amounts disputed in good faith.

14. **Liens:** Seller expressly waives and releases any and all claims or encumbrances upon any Products owned or purchased by the Company and warrants that Company will, at the time of delivery to Company, have title to the Products and the right to sell such Products and that no lien, encumbrance or security interest will be filed by anyone against Company, Company's property or Products as a result of Products furnished by Seller.

15. **Confidentiality/Intellectual Property:** Each party agrees not to disclose or publicize the fact that parties have contracted with each other, including any details, specifications, designs, drawings, or other information contained in this Contract, without the other party's prior written permission. Unless otherwise generally known to the public, all information disclosed by a party hereunder ("disclosing party") to the other party ("receiving party") shall be deemed to be confidential and proprietary, and the receiving party agrees that it will not disclose or use such

information except for the purpose of performing its obligations under this Contract. All materials (such as drawings, documents, etc.) containing such confidential information are the property of the disclosing party and are to be returned to the disclosing party upon demand. For the avoidance of doubt, Company retains title to and all rights to all information and materials that it discloses to Seller hereunder, including, but not limited to, all drawings, designs, specifications, technical data, production or product “know-how,” and/or proprietary information of Company. Seller agrees to assign to Company and not otherwise to make use of any invention, improvement, or discovery, whether or not patentable, which is derived from Company’s information or materials or is conceived in performance of Seller’s obligations under this Contract by any employee or agent working under Seller’s direction, and shall cooperate with Company to complete such assignment and shall execute all documentation reasonably requested by Company to affect the assignment.

16. **Independent Contractor/Safety:** Seller is and will remain an independent contractor of the Company. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Company. Seller will provide all reasonable safeguards, and take all precautions necessary, in connection with the production and delivery of the Products sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property. Seller warrants that all Products hereunder will be produced and supplied in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications, and Company requirements concerning safety, performance, and otherwise.

17. **Assignment/Subcontracting:** Neither this Contract, nor either party’s rights and/or obligations hereunder, may be assigned without the prior written consent of the non-assigning party. No such consent or assignment shall release either party or change either party’s liability to perform all of its obligations under this Contract. Seller shall not subcontract all or any portion of this Contract or its obligations hereunder without the prior written authorization from the Company.

18. **No Violation of Law:** Seller warrants that it will comply with all applicable foreign, federal, state, and local laws and regulations in producing, testing, packaging and delivering Products hereunder. Upon request, Seller will furnish Company with certificates of compliance therewith. Unless this Contract is otherwise exempted by law, Seller will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, the American with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes, and any similar state and local laws and ordinances and the regulations implementing such statutes. If requested by Company, Seller will furnish to Company an executed Certificate of Nonsegregated Facilities. Seller warrants that the Products delivered hereunder were produced at Company facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act.

19. **Hazardous and Dangerous Good and Materials:** Seller warrants: (a) that any chemical substance or mixture delivered to Company pursuant to this Contract is on the Toxic Substance Control Act inventory or that the pre-manufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for production, delivery, sale, and use; (b) that chemical substances or mixtures delivered hereunder will be properly packaged with

all warning labels, instructions for use, and notices required by applicable industry and government standards and regulations, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Company with an adequate supply of such warning labels, instructions, and notices for use in Company's facilities; and (c) that Seller will ascertain and furnish all information about Products reasonably required by Company to comply with all safety-related laws and regulations and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing copies of Material Safety Data Sheets.

20. **Import/Export Compliance:** If any Products are to be delivered into any other country, the Seller will be responsible for strict compliance with all legal, regulatory, and administrative requirements associated with any import or export of such Products, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Contract, the payment of all associated duties, taxes, and fees.

21. **Duty Drawback:** Upon request of Company, Seller will reasonably cooperate with Company in seeking any duty drawback available to Company in connection with export by Company of any Products imported by Seller and provided to Company under this Contract, or incorporating such Products, or manufactured by Company using such Products.

22. **Changes:** The Company may, at any time, in writing, make changes to the general scope of this Contract, and Seller will continue performance of this Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Contract, an equitable adjustment to the price or delivery schedule, or both, shall be agreed upon by the parties as soon as practicable, but in any event, no later than 10 days prior to delivery of the Products, and this Contract will be modified in writing accordingly. Seller shall make no changes to the Products or Services to be provided without receiving prior written authorization from the Company's procurement agent. Any such changes must be reflected on a revised Purchase Order prior to shipment.

23. **Electronic Commerce:** Upon Company's request, Company and Seller will facilitate business transactions by electronically transmitting data. Any data electronically transmitted pursuant to this section will be as legally sufficient, binding and enforceable upon the parties as written, signed paper documents exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed.

24. **Notifications:** Seller agrees to promptly notify Company of any actual or possible safety problems involving the Products delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, labor disputes, insolvency or other matters that might delay or interfere with its performance of this Contract. Seller is to immediately notify Company in writing of any nonconforming Products that Seller plans to send to Company and obtain Company approval for nonconforming Product disposition, if appropriate. Seller must notify Company in writing of changes in Product and/or process, changes of suppliers, changes of manufacturing facility location, and where required, obtain Company approval and flow down to the supply chain the applicable requirements including customer requirements.

25. **Company's Property and Parts:** All tooling (as defined below) and other property of any kind supplied to Seller, or paid for by Company, or used exclusively for supply Products to Company, will be and remain the property of Company and Seller will maintain such property in good condition and repair while in Seller's custody and control. Seller agrees to obtain Company's

prior written approval for the purchase of any new tooling, describing in detail in such request each item and its price. Upon termination of this Contract, Seller will comply with Company's instruction as to the return or other disposal of such property. Materials or parts provided by, or on behalf of Company, which have been, or are to be processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. All Company property will be used solely for supplying Products to Company and, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Company. All property of Company is subject to removal by Company at any time, and to return upon Company's request or upon termination of this Contract. As used herein, "tooling" means all patterns, dies, fixtures, molds, jigs, models, gauges, inspection devices, special cutting tools, special test devices, drawings, and templates, and any replacements thereof, which are to be used solely for the purpose of furnishing Products under this Contract.

26. **Seller's Contribution:** Seller shall cause its employees/personnel are aware of: (a) their contribution to the Product or service conformity; (b) their contribution to Product safety; and (c) the importance of ethical behavior.

27. **Force Majeure:** Company reserves the right to cancel this Contract, in whole or in part, or to delay payment for, or acceptance of, Products for causes beyond Company's control.

28. **Entire Agreement:** This Contract sets forth the entire agreement between Company and Seller with respect to the subject matter hereof and supersedes all other prior negotiations, commitments, and writings between the parties with respect hereto. All Products supplied pursuant to this Contract will be provided pursuant to these terms and conditions, which will supersede and override any and all preprinted terms and conditions contained on any document provided by Seller, including, but not limited to, any sales order acknowledgment forms, packing slips, bills of lading, and invoices. This Contract will become legally enforceable upon the Acceptance by Seller, as defined herein.

29. **Other Provisions:** This Contract is governed by the laws of the State of Illinois, excluding its laws related to choice or conflicts of law. If any provision of this Contract is found to be illegal, invalid or unenforceable under any applicable law, such provision or part of a provision shall, insofar as it is severable from the remaining terms, be deemed omitted from this Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.