

ROTORCORP, LLC TERMS & CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by an authorized employee of Rotorcorp LLC, the following terms and conditions of sale ('Agreement') apply to all sales of products and services from Rotorcorp to Buyer. Any different or additional terms and conditions proposed by Buyer in its purchase order, incoterms, or otherwise are objected to and hereby rejected by Rotorcorp. Buyer's assent to this agreement is conclusively presumed from Buyer's failure to reasonably object in writing prior to the consummated sale, exchange of consideration or valid substitute, submittal of payment by Buyer, and from Buyer's acceptance of items ordered. For the purposes of this Agreement, the sale shall be consummated when Rotorcorp accepts the Purchase Order from the Buyer, subject to the terms herein. An order submitted by Buyer online or transmitted electronically shall be considered a Purchase Order.

1. **BUYER.** The Buyer or Buyer's Agent (Buyer) shall be the named party in the "Billing" information section on the Rotorcorp Quote, Invoice, or another commercial instrument. Buyer hereby warrants and guarantees to Rotorcorp that Buyer is properly authorized and approved to conduct all transactions as the Buyer and that no other party has an interest in the transaction. Buyer further promises to hold harmless and shall defend Rotorcorp against any other parties hereafter claiming to represent the interest, direct or assigned, of the Buyer or claims made against Rotorcorp on behalf of the Buyer, if different than defined and represented in this Agreement.
2. **PRICES.** All quotations are made for immediate acceptance and are subject to change without notice prior to acceptance. All sales by Rotorcorp are Exworks (EXW) per Incoterms 2020 or the latest revision of Incoterms as may be published and defined by the International Chamber of Commerce (ICC) and as may be updated from time to time. Prices are in United States Dollars and exclusive of sales, use, excise, value-added or similar taxes, and are subject to any price adjustment necessitated by Rotorcorp's compliance with any act of government. Rotorcorp and Buyer are subject to price changes on goods manufactured by Robinson Helicopter Company and other vendors. Any tax or other governmental charge upon the production, sale, shipment, delivery or use of the product are the ultimate responsibility of the Buyer. In the event Rotorcorp is required to pay any such tax or governmental charge on behalf of the Buyer, then such amount shall be paid by Buyer to Rotorcorp, unless Buyer furnishes appropriate exemption in writing acceptable and applicable to the appropriate taxing authority.
3. **PAYMENT.** Unless approved in writing for credit terms by an authorized Rotorcorp employee, or unless other terms are included in the commercial or delivery documents, payment terms are payment-in-advance (pre-paid) in U.S. Currency or other currency or form of compensation acceptable to the parties. In the event customer fails to pay for any order, Rotorcorp retains the right to hold, defer, or at its option, cancel any unshipped portion of Buyer's order. Buyer agrees to pay interest at the highest contractual rate of interest allowed under the laws in the state of Georgia.
4. **TERMS OF SHIPMENT, ACCEPTANCE.** Rotorcorp will make products available to buyer Exworks (EXW) at Rotorcorp's warehouse dock. Upon notification of shipment to Buyer, Buyer shall have deemed to have accepted the goods and title to products passes at the same time as risk of loss or damage in accordance with the Incoterm specified in Paragraph 2. By accepting products at Rotorcorp's warehouse dock, Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. Such acceptance does not void or diminish any manufacturer's warranty or guarantee. Upon physical receipt of goods, Buyer shall notify Rotorcorp within 7 business days of short-shipment or miscounts on the order, if any. End items and/or spare parts shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air, ocean and-or surface transportation.
5. **DATE OF SHIPMENT.** Shipping dates are given at the best of Rotorcorp's knowledge based upon the information and conditions existing at the time the order is placed. Rotorcorp will, in good faith, endeavor to ship by the estimated shipping date, but will not be responsible for any delay or damage arising from failure to ship by the estimated shipping date provided, if any.
6. **CANCELLATION OF ORDER BY BUYER, RETURN OF GOODS FOR CREDIT.** Buyer's order may not be modified or rescinded except in writing as may be agreed to by Rotorcorp and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Rotorcorp and Buyer, shall pay termination charges based upon the cost determined by generally accepted accounting principles, plus a reasonable profit. In any circumstance, Rotorcorp's written consent may be given in advance of Buyer's return of product for credit.
7. **FORCE MAJEURE.** Rotorcorp shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riots, delays in transportation, lack of

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or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Rotorcorp's reasonable control.

8. **DISCLAIMER OF WARRANTY:** BUYER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM ROTORCORP IN ROTORCORP'S CAPACITY AS A DISTRIBUTOR, AUTHORIZED SERVICE CENTER, OR DEALER OF SUCH PRODUCTS FOR THE MANUFACTURERS OF SUCH PRODUCTS. BUYER AKNOWLEDGES THAT IT WILL LOOK SOLELY TO THE WARRANTY(IES), IF ANY, PROVIDED BY THE MANUFACTURER AND THAT ROTORCORP MAKES NO WARRANTIES OR GARAUNTEES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
9. **EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY.** In the event Buyer claims that Rotorcorp has breached any of its obligations under this Agreement, Rotorcorp may request the return of the products and tender to the Buyer the purchase price paid by Buyer and, in such event, Rotorcorp shall have no further obligation under this Agreement except to refund such purchase price upon redelivery of the products. If Rotorcorp requests the return of the products, the products shall be redelivered at Rotorcorp's expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST ROTORCORP FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL ROTORCORP BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, ANY DAMAGE TO AIRCRAFT OR OPERATORS OR PASSENGERS THEREOF, OR LOSS OF USE. NOR SHALL ROTORCORP'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.
10. **GOVERNING LAW, VENUE, LIMITATION OF ACTIONS.** This Agreement is performed in Fulton County, Georgia and shall be governed by the laws of the State of Georgia without regard for its conflict of laws, rules and specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No Action or breach of this Agreement or any covenant or warranty arising under this Agreement shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal proceeding or action by Buyer with respect to this Agreement will be brought in a court of competent jurisdiction located in Fulton County, Georgia, United States of America.
11. **U.S. AND INTERNATIONAL TRADE CONTROL LAWS AND REGULATIONS.** Buyer will comply with all applicable import, export, and sanctions statutes, laws, regulations, and guidelines of the United States and of any jurisdiction where Buyer conducts business, and with all applicable export and import licenses and provisions. Buyer shall not make any disposessions, re-exports or diversion of the products purchased from Rotorcorp, except as U.S. laws may expressly permit. In no circumstance shall the buyer, knowingly or unknowingly, redirect products to any restricted person, prohibited country, or any known or suspected persons, organizations or countries involved in illicit drug trade, human trafficking activities or terrorism.
Any trade data including descriptions, counts, weights, dimensions, classification codes, licensure requirements, country of origin exchanged or obtained is provided for informational purposes only and is not to be relied on for conducting Customs business as defined under 19 CFR Part 111. Rotorcorp makes this data available for informational purposes only. It may not reflect the most current legal developments and Rotorcorp does not represent, warrant or guarantee that it is accurate, complete or sufficient for any purpose. This information does not constitute legal advice and is subject to change without notice.
12. **TRANSPORTATION SECURITY REQUIREMENTS.** Buyer agrees to make a good faith effort to require its agents (including, but not limited to brokers, freight forwarders and shippers) to (i) comply with all applicable transportation security laws and regulations, and (ii) provide proper identification, purchase order information and bill of lading when picking up goods from Rotorcorp.