

APEX PARTS LLC

3290 19th Ave SW, Naples, FL 34117, USA

Revision Dated: 7/20/2026

Terms and Conditions

Standard Terms and Conditions of Sale

WHEREAS, Apex Parts LLC (the “Seller”) is the owner or consignee of certain aircraft and engine assets, components and parts (individually, a “Part”, and collectively, the “Parts”), and

WHEREAS, subject to the Standard Terms and Conditions of Sale set forth herein (this “Agreement”), Seller has agreed to sell certain Parts to the buyer (the “Customer”), and the Customer has agreed to purchase such Parts from Seller.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Customer agree as follows:

Agreement

Upon the receipt of a Quotation by Customer, the terms and conditions of this Agreement will apply thereto as if incorporated directly therein. This Agreement is entered into between Seller and Customer for the sale of Parts and is incorporated by reference in Seller’s documented quotation for the terms of purchase of such Parts (the “Quotation”). Upon Customer’s acceptance of the terms of the Quotation (and by reference, this Agreement), Customer shall prepare and deliver to Seller a purchase order for such Parts specified in the Quotation (the “Purchase Order”). Upon receipt and acceptance of the Purchase Order, Seller shall proceed to arrange for Delivery of the Parts to Customer. This Agreement supersedes any and all prior contemporaneous agreements, negotiations, representations, warranties, and communications. The Quotation (and by reference, this Agreement) prevails over any of Customer’s general terms and conditions of purchase, whether or not submitted with Customer’s Purchase Order and shall apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Acceptance of Customer’s Purchase Order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement. Any special conditions relating to the purchase of any Parts and agreed between the Seller and the Customer shall be in writing and such special conditions shall specifically amend, supplement or restate the Quotation.

Pricing and Payment

Payment of the purchase price for the Part(s) specified in the Quotation and as detailed in an invoice (the “Purchase Price”) shall be made in immediately available funds by wire transfer of United States Dollars, free and clear of any deductions, withholdings, taxes or offset of any kind, to such bank account as may be specified by Seller to Customer. Title to all goods listed in the Quotation shall remain with Seller until

payment of the Purchase Price is received in full from Customer, at which point Seller shall transfer title to the Parts to Customer (“Delivery”). Quoted prices are valid for thirty (30) days and, prior to sale subject to credit approval. All invoices and balances must be payable net thirty (30) days or as otherwise provided for in the Quotation.

The Purchase Price is exclusive of all sales, use, excise, stamp, transfer, import/export, value-added or any other kind of taxes whatsoever (“Taxes”), which shall be paid promptly by the Customer. The Customer hereby undertakes to indemnify and hold harmless Seller on a full indemnity, after-tax basis from and against any Taxes (and all penalties, fines, additions to tax and interest thereon) in connection with the sale of the Parts as contemplated by this Agreement. Should the Seller be required to pay any such Taxes or duties on behalf of the Customer, the Customer shall reimburse the Seller forthwith upon demand. All past due amounts owed by Customer to Seller pursuant to this Agreement shall bear interest at a rate of one and one-half percent (1½ %) per month or the maximum amount permitted by law commencing on the due date until the date the invoice amount is paid in full. Customer agrees to pay any and all costs of collection, including attorney’s fees, in the event it becomes necessary to enforce the payment of Seller’s invoices. Customer shall not have a right to set-off amounts due to Seller hereunder against any amount owed by Seller to Customer. Seller reserves a purchase money security interest pursuant to Article 9 of the Uniform Commercial Code (“UCC”) in all Parts sold pursuant to the Quotation and proceeds thereof until payment in full is made for all Parts provided in connection with the sale. Customer agrees to execute or consent to any UCC financing statement or other documentation requested by Seller to perfect its security interest in the goods. If Customer fails to take Delivery of the Parts on the date agreed, the Seller shall be entitled (without prejudice to any other rights or remedies which the Seller may have) to invoice the Customer for the Purchase Price thereof and payment shall be due as if Delivery of the Parts had been effected.

Order Confirmation

All purchase orders from Customer must be made in writing and are subject to approval and confirmation upon receipt by Seller. No order is guaranteed until Seller issues an Invoice to Customer. Cancellation of orders may not be made without the written consent of Seller and such orders are subject to a cancellation fee in the amount of 15% of the Purchase Price. Customer’s orders must be a minimum of \$150. The Customer shall be responsible for ensuring the accuracy of any order submitted to the Seller.

Returns

All sales are final. Seller does not accept returns and does not issue Return Merchandise Authorizations (RMAs). No Part delivered to Customer may be returned for credit, refund, exchange or otherwise, and Customer shall have no right to return any Part following Delivery, regardless of the time elapsed since invoice or receipt. Any Part received by Seller without Seller’s prior written authorization may be refused and returned to Customer at Customer’s sole cost and expense. Nothing in this Section limits Customer’s sole remedy with respect to nonconforming Parts as expressly set forth under “Delivery Terms” above.

Delivery Terms

Delivery terms are ExWorks at Seller’s facility located at 3290 19th Ave SW, Naples, FL 34117, USA (EXW, Incoterms 2020), or such other facility as Seller may designate, unless otherwise agreed to by the parties in writing. All Parts delivered shall be packaged in accordance with Seller’s standard packing

procedures for such Parts. Customer shall, within thirty (30) calendar days after receipt of the Parts, notify Seller of any nonconforming Parts, return such nonconforming Parts to Seller at Customer's cost, and permit Seller a reasonable opportunity to replace such nonconforming Parts.

Delay in Delivery

Seller will not be liable for any delay in performance due to causes beyond Seller's control including, but not limited to, embargoes, blockages, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor strikes, riots, insurrection, pandemics/epidemics, acts of criminals or terrorists, war, material, shortages or delays in delivery by third parties. In the event of such delay the Delivery date shall be extended for a period of time as may be reasonably necessary to compensate for such delay. Seller will not be liable for lost profits, loss of business or other incidental, consequential, special, exemplary, indirect or punitive damages of any kind or nature, including but not limited to lost profits, loss of revenue or opportunity, cost of capital, cost of down time, cost of substitute equipment. Customer agrees that, for any liability arising out of delay, Seller is not liable or responsible for any amount of damage above the aggregate Purchase Price paid by Customer for the purchase of the Parts under this Agreement.

Title and Risk of Loss

Seller represents that it shall have full legal and beneficial title to the Parts sold to Customer on the date of Delivery.

Risk of loss, damage or destruction of the Parts shall pass to the Customer upon Delivery. Notwithstanding the foregoing, title to the Parts shall remain with the Seller until the Purchase Price has been received in full for such Parts, together with any other monies due and owing from the Customer to the Seller on any account (whether in respect of the subject Parts or any other Parts delivered to Seller).

Any resale by the Customer of Parts in which title has not passed to the Customer shall be made by the Customer as agent for the Seller. The proceeds of any resale by the Customer shall be held in trust by the Customer for the benefit of the Seller and placed in a separate account until remitted to the Seller.

At any time before title to the Parts passes to the Customer (whether or not any payment to the Seller is then overdue or the Customer is otherwise in breach of any obligation to the Seller), the Seller may (without prejudice to any other of its rights): (a) retake possession of all or any portion of the Parts; (b) enter any premises for such purpose of repossession or recovery (or authorize others to do so) which the Customer hereby authorizes; or (c) require redelivery of such Parts by Customer to Seller. Any such actions taken pursuant to the foregoing sentence shall be at Customer's sole cost and expense and reimbursed to Seller upon demand therefor.

Disclaimer of Warranties

OTHER THAN THE WARRANTY OF TITLE GRANTED HEREIN AND THE LIMITED WARRANTY ON SERVICEABLE PARTS SET FORTH BELOW, NO WARRANTY SHALL BE PROVIDED BY SELLER WITH RESPECT TO PARTS SOLD HEREUNDER, AND EACH PART SOLD TO CUSTOMER IS DELIVERED IN "AS-IS, WHERE-IS", WITH ALL FAULTS CONDITION, AND THE OBLIGATIONS AND LIABILITY OF SELLER HEREUNDER ARE EXPRESSLY IN LIEU

OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES AND RELEASES SELLER (AND ANY REPRESENTATIVES OF SELLER) FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, OBLIGATIONS, DUTIES, REPRESENTATIONS, REMEDIES OR LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS, ARISING IN CONTRACT OR IN TORT, WHETHER UNDER THEORIES OF NEGLIGENCE, STRICT NEGLIGENCE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTY AS TO AIRWORTHINESS, VALUE, QUALITY, CONDITION, OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (3) ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, DESIGN OR OTHER PROPRIETARY RIGHTS, AND (4) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, FOR LOSS OF USE OR DAMAGE TO ANY ENGINE OR AIRCRAFT OR ANY OTHER PROPERTY OR BODILY INJURY, FOR LOSS OF REVENUE OR PROFIT WITH RESPECT TO ANY SUCH PROPERTY, OR FOR LIABILITY OF CUSTOMER TO ANY THIRD PARTY OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER WITH RESPECT TO ANY PART SOLD HEREUNDER, EXCEPT IN THE CASE OF SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Limited Warranty on Serviceable Parts

Notwithstanding the Disclaimer of Warranties set forth above, each Part sold by Seller in serviceable, overhauled, repaired, inspected or tested condition carries a limited warranty that is passed through to Customer on a back-to-back basis from the FAA- or EASA-certified repair facility that most recently certified the Part. Seller's warranty is coextensive with, and limited in scope and duration to, the warranty (if any) provided by that repair facility, and extends only to the extent such warranty is assignable to, or otherwise enforceable by, Customer against the repair facility. By way of example, if the certifying repair facility warrants the Part for six (6) months from the date of its Authorized Release Certificate (the "tag date"), Seller's warranty to Customer shall be for that same six (6) month period measured from the same tag date. Seller grants no warranty of its own beyond passing through the repair facility's warranty, and in no event shall the scope, duration, limitations, exclusions or claim requirements of Seller's warranty exceed those of the repair facility's warranty. Upon a valid warranty claim, Seller's sole obligation, and Customer's sole and exclusive remedy, shall be, at Seller's option, to (a) assign or facilitate Customer's direct claim against the certifying repair facility, or (b) coordinate the repair or replacement of the Part under the repair facility's warranty. This limited warranty does not apply to Parts sold in new, as-is, as-removed, or "as is, where is" condition, which remain subject in full to the Disclaimer of Warranties, and is void upon the occurrence of any event described in the Section titled "Warranty Claims; Handling and Returns" below.

Warranty Claims; Handling and Returns

Except with respect to the Limited Warranty on Serviceable Parts, which is governed by the certifying repair facility's warranty terms and claim procedures, where Seller expressly grants a warranty in a quotation or sales order, any warranty claim must be supported by a defect and failure report issued by the operating airline; defect or failure reports originating from a repair station or maintenance provider shall not be accepted and shall automatically void any and all warranties. Any breakage of, or attempt to break, tamper with, or remove any safety seals by Customer, its customers, or any of their respective

representatives or affiliates, or the performance of any recertification, repair, teardown, modification, or alteration of the Part, shall immediately nullify and void all warranties, claims, credits, and rights of return, without exception. All costs associated with the return, shipment, handling, inspection, and redelivery of any Part in connection with a warranty claim shall be for the sole account of the Customer.

Customer's Insurance

Quotations do not include insurance coverage for any Parts delivered pursuant to this Agreement. Customer shall, at its sole cost and expense, carry and maintain (or cause to be carried and maintained) insurances in respect of aircraft hull (or spares) coverage and aviation general legal liability insurance (including contractual liability) in respect of the Parts. Such insurances shall be in full force and effect at the time of Delivery and in types and amounts as would be carried by other companies engaged in the Customer's industry. Such policies of insurance shall be primary with respect to the indemnities of Customer set forth herein and shall contain waivers of subrogation of the insurers in favor of the Seller Indemnitees. Customer shall provide to Seller certificates of insurance on or prior to the date of Delivery of any Parts pursuant to this Agreement in such amounts and on such terms as may be specified by Seller in the Quotation.

Indemnity

Customer hereby agrees to release, Indemnify, defend and hold Seller, its subsidiaries, affiliates and shareholders, and all of their respective officers, directors, members, managers, employees, agents, successors and assigns (collectively referred to as the "Seller Indemnitees") harmless against any and all losses, liabilities, damages, costs, expenses, judgments, actions, proceedings, claims, damages, compensation, penalties or other liabilities (including reasonable attorneys' fees) ("Claims") resulting or arising (directly or indirectly) from: (a) property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic, or statutory civil damages any of which arise out of or are in any way related to the provision of services or the sale of any Parts by the Seller Indemnitees, and/or (b) the use, operation, repair, maintenance, or disposition of Parts provided under any Purchase Order, whether or not arising from breach of contract, strict liability, or tort (including negligence), and/or (c) as a result of the breach by Customer of any of its obligations, representations, warranties or covenants made in connection with the transactions contemplated by this Agreement; provided however, Customer shall not be required to indemnify the Seller Indemnitees for claims or liabilities arising from the gross negligence or willful misconduct of any Seller Indemnitee. This indemnity shall survive and continue in full notwithstanding the termination of this Agreement.

Limitation of Liability

To the maximum extent permitted by law, Seller shall not be liable to Customer for any Claim of any kind, whether based in contract, tort (including negligence), breach of statutory obligation, or otherwise, for any loss (including death) or damage arising out of, connected with, or resulting from this Agreement or the Quotation, including without limitation any direct, indirect, incidental, consequential, special, exemplary or punitive damages, loss of profits, business interruption, loss of sales, loss of use, loss of opportunity, loss of goodwill, or loss of turnover, however caused and whether arising directly or indirectly out of any act, default or omission of the Seller, and any other remedy that would otherwise be available to Customer at law or in equity is hereby excluded. To the extent any such exclusion is held unenforceable by a court of competent jurisdiction, Seller's total aggregate liability for such Claim shall in no event exceed the

Purchase Price actually received by Seller for the Part giving rise to the Claim.

Governing Law

(I) If Customer is an entity formed within the United States of America, this Agreement shall be governed and construed according to the laws of the State of Florida, and (II) if Customer is an entity formed outside of the United States of America, this Agreement shall be governed and construed according to the laws of the State of New York, in each case without reference to conflict of laws principles. Any disputes or claims shall be referred to and finally settled by the exclusive jurisdiction of: (i) in the case of a Customer formed within the United States of America, the state courts located in Collier County, Florida and the United States District Court for the Middle District of Florida, Fort Myers Division; and (ii) in the case of a Customer formed outside of the United States of America, the state and federal courts located in the State of New York; or as otherwise agreed to in writing by the Parties. Customer agrees to pay all costs and expenses, including reasonable attorney's fees incurred by Seller in any action to enforce its rights hereunder. Customer hereby waives; (a) the right to jury trial in any and all proceedings; (b) any and all objections to venue and inconvenient forum in the courts referred to in this section and (c) any and all objections to service of process by certified mail, return receipt requested.

Export Compliance; Sanctions

The export and re-export of goods and related technical information under this Agreement are subject to the export laws of the United States of America. Customer shall be responsible for applying for, obtaining and maintaining all required export licenses and approvals and complying with all applicable export reporting requirements of U.S. Trade Control Laws and any other applicable laws and regulations. Customer shall furnish to Seller copies of all required licenses and approvals prior to delivery for any Parts Customer intends to export. Seller does not guarantee the issuance of such licenses or their continuation in effect once issued. Customer covenants that it will not, directly or indirectly, export or re-export any goods or technical information received from Seller to any destination if such export or re-export would violate the laws of the United States of America. Customer shall immediately notify Seller in writing if Customer becomes aware of any violation or suspected violation of U.S. Trade Control Laws, including the facts and circumstances related to the violation or suspected violation and Customer shall fully cooperate with any investigation of same. Customer further covenants that, as to exported Parts, Customer shall notify Seller in writing in advance of any re-export of such Parts and furnish Seller with copies of all required licenses and approvals for any such re-export.

Further, Customer covenants that it will comply in all respects with all applicable laws, ordinances, rules, regulations and orders of all governmental authorities relating to the ownership, installation, operation, movement, marketing and maintenance of the Parts. To this effect, Customer acknowledges that the Parts are subject to U.S. Trade Control Laws and Customer shall not sell, transfer or lease the Parts in violation of any U.S. Trade Control Laws or to any person that is (and represents and warrants that Customer itself is not): (i) a target of U.S., European Union, United Kingdom, or other economic, financial or trade sanctions in force from time to time; (ii) named, identified or described on any blocked persons list, including OFAC's list of Specially Designated Nationals and Blocked Persons, prohibited persons list, or other official list of restricted persons with whom U.S., European Union or United Kingdom persons, or persons otherwise subject to the jurisdiction of the U.S., the European Union or the United Kingdom may not conduct business, including, but not limited to, restricted party lists published or maintained by (A) OFAC, (B) the U.S. Department of Commerce, (C) the U.S. Department of State, (D) the European Union or (E) His Majesty's Treasury of the United Kingdom; or (iii) owned 50% or more in the aggregate or

controlled by, or an actor on behalf of, any person or persons described in clauses (i) or (ii).

It shall be a condition precedent to Seller's obligations under this Agreement that: (a) all necessary export licenses and approvals required in respect of Customer's business or the Delivery of any Parts hereunder shall be timely granted and continue in effect during the term of this Agreement; and (b) Customer shall upon request execute and deliver to Seller a copy of the form titled "Export Compliance / End Use / End User Certification / Statement"; and (c) Customer shall upon request execute and deliver to Seller a copy of the form titled "Know Your Client Questionnaire". Seller reserves the right to withhold Delivery of any Parts pursuant to this Agreement until such conditions have been satisfied to Seller's satisfaction.

Customer agrees to indemnify and hold Seller harmless against any liability or loss, including reasonable attorneys' fees, arising from any breach of Customer's obligations under this Section or Customer's violation of U.S. Trade Control Laws.

Entire Agreement

This Agreement constitutes the entire agreement between the Seller and Customer and, taken together with the Quotation, supersedes all previous oral and written agreements and commitments. Seller rejects any of Customer's inconsistent conditions in purchase orders or however stated and such shall not be part of this Agreement, unless specific and explicit references to changes to this Agreement are made in writing by an authorized representative of Seller.

Confidentiality

Customer acknowledges that it will obtain confidential information provided as a result of this Agreement, including, without limitation, all provisions of this Agreement, the Quotation, drawings, specifications, schematics, formulae and any other information (whether oral, written or otherwise) delivered by Seller to Customer during the course of performance of this Agreement (the "Confidential Information"). Confidential Information will not include information which is already in the public domain or which is already in Customer's possession and not otherwise confidential or which was received from third parties having a right to disclose such information. Customer 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. Customer may disclose the Confidential Information to such of its officers, directors, attorneys, accountants, lenders, members, joint venture partners, or employees who are required to know the Confidential Information in the course of performance of this Agreement 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 Agreement. If so required, Customer may also disclose the Confidential Information in connection with the enforcement of this Agreement or pursuant to any valid court order, regulation or other lawful order or process compelling such disclosure but only after notifying Seller of such disclosure prior to its occurrence and limiting the required disclosure of Confidential Information to the maximum extent possible.

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 terms,

clauses or provisions hereof.

Survivability

If this Agreement expires, is completed, or is terminated, Customer shall not be relieved of those obligations contained herein. All the provisions will survive the termination.

Assignment

This Agreement (or any Quotation) may not be assigned by either Seller or Customer without the prior written consent of the other party.

Brokers

Customer represents that it has not engaged any agent or broker entitled to any compensation as a result of the transactions contemplated by this Agreement, and Customer agrees to indemnify the Seller Indemnitees from and against all Claims which arise or are attributable with respect to agents or brokers.

Expenses

Except as otherwise provided herein or in a Quotation, each of Seller and Customer shall be responsible for the costs and expenses incurred by it in connection with the negotiating of the Quotation and the consummation of the transactions contemplated hereby, including attorneys' fees and technical and/or appraisal costs.

Waivers

The waiver of performance of any term of this Agreement in a particular instance shall not constitute a waiver of any subsequent breach or preclude either party from thereafter demanding performance thereof according to the provisions hereof.

Unenforceability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

"U.S. Trade Control Laws" means all applicable sanctions Laws, including the U.S. economic sanctions Laws administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and all applicable Laws relating to economic sanctions administered by the European Union or any member state thereof, (iii) all applicable export control Laws, including the Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry and Security, the Export Control Reform Act of 2018, the Arms Export Control Act of 1976, the International Traffic in Arms Regulations, and those export control Laws administered by the European Union or any member state thereof as applicable, (iv) the anti-boycott regulations administered by U.S. Department of

Commerce and the U.S. Department of the Treasury.

Standard Terms and Conditions of Purchase

WHEREAS, Apex Parts LLC (“Apex” or “Buyer”) offers leasing, distribution and technical support for aviation assets, components and solutions; and

WHEREAS, subject to the Standard Terms and Conditions of Purchase set forth herein (the “Agreement”), vendor (“Seller”) has agreed to sell certain items and/or services to Buyer and Buyer has agreed to purchase such items and/or services from Seller;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase.

The Seller agrees to sell, and the Buyer agrees to buy, the items and services (“Goods and Services”) specified in any Order issued by the Buyer. The total purchase price for the Goods and Services (“Purchase Price”) shall be as set forth in the applicable Order. The Purchase Price is all inclusive, including, but not limited to, taxes, the cost of packing, crating and materials. The Purchase Price is not subject to revision. The Buyer shall initiate payment of the Purchase Price after receipt and satisfactory inspection of the Goods and Services subject to Article 10, Inspection and Acceptance, of this Agreement.

2. Orders.

These Standard Terms and Conditions of Purchase apply to all purchase orders (“Order”) issued by Buyer if there is no valid contract signed by both parties covering the Goods and Services. These Standard Terms and Conditions of Purchase prevail over any other standard terms of business suggested by the Seller. Any conflicting terms in any of the Seller’s documents given to Buyer at any time are null and void. This Agreement shall not be amended unless both parties do so in writing.

3. No PMA or DER Parts.

Unless approved in writing by Buyer, the Seller shall not provide/supply/sell any Part Manufacturer Approval (“PMA”) parts nor subject the Goods & Services to any Designated Engineering Representative (“DER”) repairs. The use of any repair specification developed by the Seller that is outside the scope of the Original Equipment Manufacturer (“OEM”) or Buyer specification, whether or not FAA or EASA approved, shall be subject to prior written authorization by Buyer. Non-conforming parts or components can result in either replacement, return credit or order cancelation solely at Buyer’s discretion.

4. Certification, Traceability and Quality.

All items must be traceable to a certified source, OEM, last operator (e.g., a Part 121, 129, or 145 operator or a foreign operator) unless approved by Buyer prior to shipment. Supporting trace documentation must include complete back to birth trace for all LLP(s), NIS, removal tag(s) and/or teardown manifests, shop visit reports, shop packing slips and/or repair order to the shop and Material Certification naming the above mentioned source and the following: seller company name, source, condition, part number, serial number (if applicable), quantity, NIS, signed and dated. In addition to the foregoing, the Seller shall comply with all other minimum certification and documentation standards set forth in the document

entitled "Quality: Traceability Guidelines," attached hereto as Attachment A, and incorporated herein by reference.

Acceptance of the trace is at the discretion of the Buyer, who retains the right to reject any Order not meeting required standards. This may result in either replacement, return credit or Order cancellation solely at Buyer's discretion.

5. Supply Chain and Compliance.

Sellers must have a documented process to prevent acceptance and report information of unapproved or counterfeit parts into their quality system in accordance with AC 21 29, AC20 154, AS5553, AS6174 and DFAR 252.246 7007 as applicable.

In accordance with Buyer's standards, all products purchased or repaired from the Seller shall comply with the following requirements: notify Buyer of any nonconforming product; obtain Buyer's approval for nonconforming product disposition; notify Buyer of changes in product and/or process definition; changes of suppliers, change of manufacturing facility location, and where required, obtain Buyer's approval; flow down to the supply chain the applicable requirements including customer requirements; ensure records are maintained for 7 years or as mutually agreed upon or dictated; and providing the Buyer, its customer and regulatory authorities with the right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

6. Warranties.

Warranties are as follows unless different terms are agreed in writing with Buyer. Seller 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 by Seller, and will be fit for their ordinary intended purposes and any special purpose specified by Buyer, and all warranties shall run to Buyer, its successors, assigns, and all persons to whom the goods may be resold; (b) all Serviceable material will carry a minimum of a six (6) month warranty from ship date with current Authorized Release Certificate ("ARC"); (c) all New, New Surplus and Overhauled material will carry a minimum of a one (1) year warranty from ship date with current ARC; and (d) all As Removed ("AR") material is guaranteed repairable ("AR/GR") unless approved in writing by Buyer's authorized purchaser and will be returned to Seller at Seller's cost if repair exceeds agreed upon repair cap and/or is determined Unserviceable/Beyond Economical Repair ("BER").

7. Cancellation.

Buyer has the right to cancel the Order at any time, for any reason, in whole or in part, by written or verbal notice confirmed in writing to Seller. Buyer reserves the right to refuse any fees associated with the cancellation of an Order.

8. Indemnification.

Seller hereby agrees to release, Indemnify, defend and hold Buyer, its subsidiaries, affiliates and shareholders, and all of their respective officers, directors, members, managers, employees, agents, successors and assigns (collectively referred to as the "Buyer Indemnitees") harmless against any and all losses, liabilities, damages, costs, expenses, judgments, actions, proceedings, claims, damages, compensation, penalties or other liabilities (including reasonable attorneys' fees) ("Claims") resulting or arising (directly or indirectly) from: (a) property damage or injury to or death of any person and any other

direct, indirect, incidental, consequential, economic, or statutory civil damages any of which arise out of or are in any way related to the provision of Services or the sale of any Goods by the Seller, and/or (b) the use, operation, repair, maintenance, or disposition of Goods provided under any Order, whether or not arising from breach of contract, strict liability, or tort (including negligence), and/or (c) as a result of the breach by Seller of any of its obligations, representations, warranties or covenants made in connection with the transactions contemplated by this Agreement; provided however, Seller shall not be required to indemnify the Buyer Indemnitees for claims or liabilities arising from the gross negligence or willful misconduct of any Buyer Indemnitee. This indemnity shall survive and continue in full notwithstanding the termination of this Agreement.

9. Shipping.

(a) Approval. No Goods specified in any Order are to be shipped to Buyer until such time as the Buyer has approved all trace and associated documentation and records provided by the Seller. (b) Costs. Buyer will arrange and pay for shipping the Goods and Services to the Buyer's designated facility, unless otherwise agreed in the order. (c) Risk of Loss. The Seller bears responsibility for the Goods and Services, including responsibility for the risk of loss of or damage to the Goods and Services, until such time as they arrive at the Buyer's designated facility. Notwithstanding that Buyer arranges and pays for shipping, Buyer shall provide Seller with reasonable prior notice of the shipment arrangements to allow Seller to obtain appropriate insurance coverage, if desired. Seller is solely responsible for procuring such insurance at its own expense. (d) Packaging. All Goods will be packed and marked in accordance with industry standards (including notice of hazardous materials) and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with ATA Spec 300. Each container will be marked with the applicable Order number and be accompanied by one copy of the shipping documents. (e) Additional Fees. Buyer reserves the right to charge Seller any additional costs/fees accrued due to Seller not following Buyer's shipping instructions.

10. Inspection and Acceptance.

(a) Returns. Buyer may, in its sole discretion, at any time and from time to time, after acceptance of the Goods, return to Seller any part or all of the goods and receive full credit for such returns. (b) Inspection and Acceptance. After receipt of the Goods and Services, the Buyer will within the Warranty Period inspect the Goods and Services to ensure that all the items listed or described in any order are included, and that the Goods and Services are in the same condition as noted in the master packing list and as agreed to in the Buyer's Order. A significant discrepancy in the inventory and/or condition of the Goods and Services, if unresolved by the parties, is grounds for refusal of the Goods and Services by the Buyer and withholding of payment. The term "significant discrepancy" includes but is not limited to, nonconforming Goods and Services, Goods and Services of inferior quality, damaged or expired parts, missing or incorrect certification documents (e.g., FAA Form 8130-3, EASA Form 1, Certificate of Conformance), suspected counterfeit parts, or inadequate packaging that could compromise the integrity of the Goods and Services. In the event that such a discrepancy exists, the Goods and Services will be returned to the Seller at the Seller's expense, unless the Seller cures the discrepancy no later than 30 days after the Buyer provides written notice of the discrepancy, or such later time as may be agreed upon by the parties. The Buyer will indicate its acceptance or rejection of the Goods and Services in writing. The Buyer will reduce payment on a unit-price or pro rata basis per each rejected or missing item, or may, at the Buyer's discretion, accept as replacements different items from the Seller. (c) All material received by Buyer is subject to form, fit and function inspection at final receipt. Any damage or perceived parts out of

conditional scope can be rejected solely at Buyer's discretion unless otherwise agreed.

11. Delays.

Time is of the essence for performance of the Order. If any goods or services are not delivered within the 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 the Order; provided, however, neither party will be liable for delays in delivery caused by force majeure pursuant to Article 18(d), Force Majeure, of this Agreement.

12. Title and Authority to Enter into Agreement.

(a) The Seller represents and warrants that the Seller is the true and lawful owner of the property conveyed by this agreement and has full power to convey such property, and the title so conveyed is free, clear, and unencumbered. (b) Title and risk of loss of goods purchased hereunder will be borne by Supplier until goods are received, in accordance with the terms hereof. (c) The Seller hereby warrants that the Seller has the authority necessary to enter into this Agreement.

13. Export Compliance; Sanctions.

(a) The export and re-export of goods and related technical information under this Agreement are subject to the export laws of the United States of America. Seller shall be responsible for applying for, obtaining and maintaining all required export licenses and approvals and complying with all applicable export reporting requirements. Buyer does not guarantee the issuance of such licenses or their continuation in effect once issued. Seller covenants that it will not, directly or indirectly, export or re-export any goods or technical information received from Buyer to any destination if such export or re-export would violate the laws of the United States of America. (b) Further, Seller covenants that it will comply in all respects with all applicable laws, ordinances, rules, regulations and orders of all governmental authorities relating to the ownership, installation, operation, movement, marketing and maintenance of the Goods and technical information related thereto. To this effect, Seller acknowledges that the Goods and their technical information are subject to U.S. Trade Control Laws and Seller shall not source, purchase, sell, transfer or lease the Goods and technical information from or to any person that is (and represents and warrants that Seller itself is not): (i) a target of U.S., European Union, United Kingdom, or other economic, financial or trade sanctions in force from time to time; (ii) named, identified or described on any blocked persons list, specially designated nationals list, prohibited persons list, or other official list of restricted persons with whom U.S., European Union or United Kingdom persons, or persons otherwise subject to the jurisdiction of the United States, the European Union or the United Kingdom may not conduct business, including, but not limited to, restricted party lists published or maintained by (A) OFAC, (B) the U.S. Department of Commerce, (C) the U.S. Department of State, (D) the European Union or (E) His Majesty's Treasury of the United Kingdom; or (iii) owned 50% or more in the aggregate or controlled by, or an actor on behalf of, any person or persons described in clauses (i) or (ii). (c) It shall be a condition precedent to Seller's obligations under this Agreement that all necessary export licenses and approvals required in respect of Seller's business or the Delivery of any Goods and Services hereunder shall be timely granted and continue in effect during the term of this Agreement. Buyer reserves the right to withhold payment for any Goods and Services pursuant to this Agreement until such condition has been satisfied to Buyer's satisfaction. (d) Seller agrees to indemnify and hold Buyer harmless against any liability arising from any breach of Seller's obligations under this Section.

14. Confidentiality.

Seller acknowledges that it will obtain confidential information provided as a result of this Agreement, including, without limitation, all provisions of this Agreement, the Order, drawings, specifications, schematics, formulae and any other information (whether oral, written or otherwise) delivered by Buyer to Seller during the course of performance of this Agreement (the "Confidential Information"). Confidential Information will not include information which is already in the public domain, or which is already in Seller's possession and not otherwise confidential or which was received from third parties having a right to disclose such information. Seller 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. Seller may disclose the Confidential Information to such of its officers, directors, attorneys, accountants, lenders, members, joint venture partners, or employees who are required to know the Confidential Information in the course of performance of this Agreement 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 Agreement. If so required, Seller may also disclose the Confidential Information in connection with the enforcement of this Agreement 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 and limiting the required disclosure of Confidential Information to the maximum extent possible.

15. Choice of Law and Venue.

(a) If Seller is an entity formed within the United States of America, this Agreement shall be governed and construed according to the laws of the State of Florida and if Seller is an entity formed outside of the United States of America, this Agreement shall be governed and construed according to the laws of the State of New York, in each case without reference to conflict of laws principles. (b) Any disputes or claims shall be referred to and finally settled by the exclusive jurisdiction of: (i) in the case of a Seller formed within the United States of America, the state courts located in Collier County, Florida and the United States District Court for the Middle District of Florida, Fort Myers Division; and (ii) in the case of a Seller formed outside of the United States of America, the state and federal courts located in the State of New York; or as otherwise agreed to in writing by the Parties. Seller agrees to pay all costs and expenses, including reasonable attorney's fees incurred by Buyer in any action to enforce its rights hereunder. (c) Seller hereby waives; (i) the right to jury trial in any and all proceedings; (ii) any and all objections to venue and inconvenient forum in the state and federal courts, referred to in this section and (iii) any and all objections to service of process by certified mail, return receipt requested.

16. Publicity.

Seller shall obtain prior written approval from the Buyer prior to using the Buyer's trademarks or trade names, images or holdings (collectively, "Proprietary Marks"). This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. The contact at the Buyer for these reviews is available via email at Sales@apexparts.co.

17. Notice.

All notices required to be given hereunder shall be in writing and sent by prepaid courier or other similar services or by electronic mail to Buyer via email at Brandon@apexparts.co. Notice is effective when given in the case of an e-mail upon confirmation of receipt of such e-mail by the addressee provided the sender thereof has not received actual notice of failed delivery, and, in the case of a Notice delivered

personally or by courier service, when delivered (provided that if delivery is tendered but refused, such Notice shall be deemed effective upon such tender).

18. Miscellaneous.

(a) Nature of Relationship. Nothing in this agreement is intended or is to be deemed to create a partnership or joint venture between the Buyer and the Seller. (b) No waiver. No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default. (c) Severability. If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect. (d) Force Majeure. Performance by either party under this agreement is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, endemic, pandemic or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the Agreement is executed. (e) Survivability. If this Agreement expires, is completed, or is terminated, Seller shall not be relieved of those obligations contained herein. All the provisions will survive the termination. (f) Captions. Any captions or headings to the sections of this agreement are solely for the convenience of the parties hereto, are not part of this Agreement, and are not to be used for the interpretation or determination of the validity hereof. (g) Assignment. Neither party hereto may assign this Agreement (or any Order) without the written consent of the other, such consent not to be unreasonably withheld. (h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and taken together with the Order, supersedes all pre-existing agreements and understandings between them with respect thereto. (i) Expenses. Except as otherwise provided herein or in an Order, each of Buyer and Seller shall be responsible for the costs and expenses incurred by it in connection with the negotiating of the Order and the consummation of the transactions contemplated hereby, including attorneys' fees and technical and/or appraisal costs. (j) Unenforceability. Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

"U.S. Trade Control Laws" means all applicable sanctions laws, including the U.S. economic sanctions laws administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and all applicable laws relating to economic sanctions administered by the European Union or any member state thereof, (iii) all applicable export control Laws, including the Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry and Security, the Export Control Reform Act of 2018, the Arms Export Control Act of 1976, the International Traffic in Arms Regulations, and those export control Laws administered by the European Union or any member state thereof as applicable, and (iv) the anti-boycott regulations administered by U.S. Department of Commerce and the U.S. Department of the Treasury.

Attachment A to Standard Terms and Conditions of Purchase

Quality: Traceability Guidelines

These guidelines set forth the minimum certification and documentation standards required when selling, consigning, or supplying materials to Apex Parts LLC. All materials supplied must be traceable to a

regulated source, with additional or unique requirements specified on our purchase orders. Suppliers are expected to comply with all outlined requirements. Any deviations require prior approval from our Quality Department before shipment.

1. Regulated Sources

Regulated sources are defined as follows: Original Equipment Manufacturers (OEMs) holding Production Approval; scheduled airlines and operators (including freight); major certified repair stations (FAA, EASA, TCCA, UK CAA or CAAC) capable of performing C & D checks, structural modifications, or major engine and engine module repairs; and certified component repair stations (FAA, EASA, TCCA, UK CAA or CAAC) supplying materials within their certified repair capabilities.

2. Non-Regulated Sources

Sources not meeting the criteria for regulated sources are considered non-regulated. Examples include other surplus parts suppliers, dealers, brokers, leasing companies, or certified repair stations selling outside their repair capabilities. The minimum certification for materials from non-regulated sources includes: the supplier's Material Certification ATA 106 form or equivalent, and the original or certified copy of the certificate from the regulated source; and a non-incident, non-government, and non-military use statement from the last operator and regulated source (if used).

3. Certification and Traceability by Part Condition and Description

Factory New. Original certification from the OEM, including one or more of the following: FAA Form 8130-3, EASA Form 1, JAA Form 1 (If manufactured before 2004), SEG VOO 003, TCCA Form 1, UK CAA Form 1, Certificate of Conformance, Packing Slip, Transfer Ticket, or Invoice.

New Surplus (Unused). Certification and traceability back to a regulated source, indicating the material is new. Documentation may include FAA Form 8130-3, EASA Form 1, JAA Form 1 (If manufactured before 2004), SEG VOO 003, TCCA Form 1, UK CAA Form 1, Certificate of Conformance, Packing Slip, Transfer Ticket, and an ATA Spec 106 material certification form.

Overhauled, Repaired, Inspected, or Modified. Certification and traceability back to the last operator and/or regulated source, including a non-incident/non-military statement; original ATA Spec 106 material certification or equivalent, indicating the part's condition matches the authorized release certificate; original FAA Form 8130-3, EASA Form 1, CAAC AAC-038, SEG VOO 003, UK CAA Form 1 or TCCA Form 1 (dual release) issued by an authorized repair facility that is approved to perform the repair by the relevant airworthiness regulatory authority; details of work performed, including Service Bulletins (SB) number, modification number, Airworthiness Directives (AD) with revision dates, and service manual references; any repairs incorporated into the part must be repairs listed in the OEM's service, repair or overhaul manual; FAA DER 8110-3, Internal Engineering Notices (IENs), Engineering Orders (EOs), Technical orders (TOs) Customer Departure Records (CDR's), or Departure records (DR'S) type repairs will not be accepted without prior written approval; and the repair scheme numbers must be listed in Box 12 (Box 13 for CAAC) of the Authorized Release Certificate along with the Revision number of date, with copies of the repair scheme explanation included in the shipment.

Repairable / As Is / As Removed Material. Certification and traceability back to the last operator and/or regulated source, including a non-incident/non-military statement; and original ATA Spec 106 material certification or equivalent which meets the requirements of the industry accepted standard, indicating the

part's condition (repairable, as-is, where-is, or as removed).

4. Additional Requirements

Incorrect, missing, or altered certification/traceability or if the condition of the part is not in accordance with the condition stated on the certification or the condition as stated on the purchase order, the part(s) will be rejected and returned for full credit, at the supplier's expense. The original Authorized Release Certificate (ARC) is required for each line item on the purchase order. For non-serialized parts supplied in quantities less than stated on the certificate, a certified true copy of the Authorized Release Certificate is acceptable. The Authorized Release Certificate or Certificate of Conformance must specify all ADs that are represented as having been accomplished, including the AD number(s), AD amendment number(s), and date(s) and method(s) of compliance. Hardware items (nuts, bolts, washers, etc.) will only be accepted if the parts are in new condition and in unopened OEM packaging. Multiple part numbers on a single Authorized Release Certificate are unacceptable. Parts involved in incidents, accidents, or traceable to military/government sources are not accepted.

5. Lot Purchases or Consignments

Certification for lot purchases or consignments must comply with contractual or purchase order requirements. A manifest detailing the contents, including: seller/consignor's name; purchase or contract number; part number, serial or batch number, condition, quantity. Manifest pages must be numbered and signed by an authorized representative of the seller/consignor.

6. Aircraft/Engine Teardown Parts

For parts removed by a certified repair or teardown facility, a removal tag that must include manufacturer's part number, serial number (if applicable), part description, quantity, aircraft registration number and/or aircraft manufacturer's serial number or engine serial number and model number (as the case may be), date removed, reason for removal, and total time and total cycle of the airframe or engine (as the case may be) from which the part was removed. Removal tags must be signed/stamped and dated by the facility representative performing the disassembly.

7. Life Limited Parts

In addition to the documentation and certification requirements listed above, all life limited parts must include: a non-incident statement from the last operator (Engine LLP's require non-incident statement from all historical operators); documentation detailing the part's history, including part numbers, serial numbers, total time/cycles, and relevant higher assembly information; complete history of all modifications affecting part number, life limit, or re-inspection; and FAA 8130-3, EASA Form 1, SEG VOO 003, PWA MRP, PWA Transfer Ticket, GE Database report, OEM build specification document, or similar.