

ROSE Aerospace
Terms and Conditions for Sale of Goods

1. General.

- a. Unless otherwise agreed upon in writing by ROSE Aerospace LLC (“**Seller**”) the following terms and conditions shall apply to any and all transactions for the supply, by Seller, of all parts, goods, and materials supplied by Seller (hereafter referred to as “**Goods**”).
- b. These Terms and Conditions of Sale (“**Terms**”) apply to all sales or proposals for sale submitted by Seller and shall be deemed a part of any order issued to Seller by a purchaser of Goods (“**Buyer**”).
- c. Seller’s acceptance of any offer from Buyer or Buyer’s acceptance of any offer from Seller, is governed only by these Terms, unless agreed upon in writing by both contracting parties. No amendment, modification, or waiver (including terms in Buyer purchase order) of these Terms is valid, unless confirmed in writing by Seller. These Terms contain the entire agreement between Seller and Buyer in this transaction, and supersede all prior discussions, proposals, and agreements for the Goods.
- d. If Buyer has not affirmatively accepted these Terms, then Buyer’s receipt of, acceptance of, or payment for the Goods, shall constitute Buyer’s acceptance of these Terms. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. Definitions

- a. “**Buyer**” refers to the party contracting with ROSE Aerospace LLC to purchase the Goods mentioned in the sales invoice and/or purchase order (“**PO**”).
- b. “**Confidential Information**” means any information properly marked or labeled with a protective legend such as “Proprietary” or “Confidential”, whether in written, digital, oral or other form.
- c. “**Goods**” refer to any engine parts, products, components and/or materials provided by Seller, requested for purchase by Buyer, and agreed upon by both parties.
- d. “**Party**” or “**Parties**” means the Buyer and Seller (ROSE Aerospace). Individually referred to as a “Party” and collectively referred to as “Parties”.
- e. “**PO**” refers to the purchase order. This is the electronic or paper document sent to Seller from Buyer to initiate requirement and request of Goods.
- f. “**Seller**” refers to ROSE Aerospace LLC, and any authorized representatives of ROSE, contracting with Buyer under the terms mentioned in this document, and identified as the seller or supplier on the sales invoice and/or PO.

3. Payment

- a. When the requested Goods are ready for shipment, Seller will invoice Buyer for the price of the Goods, and any other charges payable by Buyer. Unless otherwise stated in the invoice, Customer shall pay in full for the Goods on or prior to the date on which the Goods are delivered to the common carrier for delivery to Buyer or they are otherwise made available to Buyer.
- b. All payments must be made to Seller's bank account, in USD currency, as designated in the applicable invoice. Payments by a third party on behalf of Buyer are permitted only with Seller’s prior consent.
- c. Payment for goods purchased must be made to Seller within 30 days of the issuance of the applicable invoice, unless otherwise stated on the invoice in question. In the event payment is not made within the designated 30 day period, an accrued interest at a rate of two percent (2%) per month will apply, from assigned due date until paid.
- d. Buyer shall not withhold payment of invoices, in whole or part, pending consideration for credit under any applicable warranty, or offset any payments due under any other transaction with Seller.

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- e. Buyer has within 10 business days of the invoice date to dispute, in good faith, all or a specific portion of the applicable invoice. All disputed sections of the invoice must be addressed promptly in writing by Buyer. In the absence of manifest error, the invoice in question shall be deemed accurate. In that event, Buyer must pay Seller the undisputed value listed on the invoice, in accordance with the terms here mentioned.

4. Acceptance, Rejection and Return of Goods

- a. Terms listed in the section will be included on all invoices issued by Seller. Unless otherwise agreed upon in writing by both Buyer and Seller, the terms mentioned in this section and the applicable invoice will supersede any and all terms proposed by Buyer, mentioned on the PO, or in any email correspondence between Buyer and Seller. Any exceptions to these terms must be approved in writing by Seller.
- b. Upon receipt by Buyer, all Goods are to be inspected immediately. Buyer has 10 business days from receipt to accept or reject Goods purchased. Once that 10-day period has lapsed, Goods are deemed accepted by Buyer, and the sale becomes final.
- c. After the 10-day acceptance/rejection period has passed, or payment in full has been received by Seller, whichever comes first, no returns will be accepted, and no full or partial refunds full will be issued.
- d. If the Goods are identified as unacceptable within the 10-day acceptance/rejection period, a Return Material Authorization (RMA) email request must be sent to Seller within 24 hours of identification. Reason for rejection must be justified, reasonable, and based on good faith. Said reasoning must also be included in the RMA. Buyer's reasoning for return of Goods is subject to rejection by Seller based on good faith and industry standards.
- e. A rejection report with photographic evidence of the cause for rejection, as well as a copy of the rejection tag must be included in all RMA requests. In the event that Seller accepts Buyer's reason for rejection, and all other terms of this section have been satisfied, Seller will issue a valid RMA. Upon and within 2 days of Seller's issuance of an RMA, all rejected Goods must be returned to Seller via FEDEX Priority. If Goods are not returned to Seller within 5 business days from the date of the RMA issuance, all Goods will be deemed accepted by Buyer and payment will be due immediately.
- f. All Goods returned to Seller must be in the same condition was when they were shipped to Buyer.
- g. Seller will take photographic evidence of Goods prior to shipping. In the event Goods appear to have been altered, damaged, already installed, or modified in any way after shipping, that conflicts with pre-shipping photographs by Seller, said Goods will not be acceptable for return. If Goods are cosmetically different in any way from pre-shipping photographs, no credit will be issued, and Buyer shall pay in full immediately.
- h. In the event of a return of Goods, all original paperwork, including but not limited to original certifications, must be included with the Goods being returned. If Buyer fails to satisfy this requirement, no credit will be issued by Seller, and Buyer must immediately pay in full.

5. Prices

- a. Seller's estimates and quotations are subject to change from time to time without notice. Estimates of charges provided by Seller are not firm quotations.
- b. Unless otherwise provided in the invoice, all shipping and freight charges are the responsibility of the buyer.
- c. If a deposit is required or requested by Seller, such deposit will be treated as security for completion of the transaction to which it relates and may be retained by Seller if Buyer fails to pay the full price due for the Goods purchased.

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6. Taxes

- a. The payment of any federal, state or local taxes related to the sale of Goods, use or transportation of the parts and materials, supplied hereunder, and all duties, import fees, tariffs or other levies are the responsibility of the Buyer, and shall be promptly paid by the Buyer within the applicable payment terms, except where the Buyer shall furnish appropriate certificates of exemption, which are acceptable to Seller at its sole discretion, in keeping with industry standards and good faith dealing.

7. Shipping and Delivery

- a. All shipping dates provided by Seller are estimates and not guaranteed.
- b. Delivery of Goods referenced in the invoice and/or PO shall be Ex Works Seller's facility that sold the Goods.
- c. Whenever applicable, Buyer must return cores for exchange transactions with charges for freight to the account of Buyer.
- d. As stated in Section 5(b) of these terms, all freight costs related to the applicable sale of Goods are the responsibility of the Buyer. Such freight costs will be included on the Buyer's freight account number, unless otherwise agreed upon in writing by both parties.

8. Title and Risk of Loss

- a. Title to and risk of loss for Goods sold shall pass to Buyer upon delivery by Seller to the freight carrier facility responsible for shipping the Goods.
- b. Unless promptly disputed in writing, as referenced in Section 4 of these terms, Goods are deemed accepted by Buyer when Buyer accepts said Goods from the carrier.

9. Order Cancellation or Amendments by Buyer

- a. Once an order is in process, Buyer may not make changes unless accompanied by Seller's written consent and upon agreement by both parties as to an appropriate adjustment in the purchase and delivery price and/or schedule.
- b. Orders in process may only be canceled with Seller's written consent and upon payment of any of Seller's cancellation charges. Any cancellation charges are at the discretion of Seller, in keeping with good faith dealing and industry standards.
- c. Unless otherwise agreed by both contracting parties, if Buyer cancels an order, either partially or completely, Buyer shall pay Seller for all costs incurred prior to cancellation, including but not limited to profit, and any other out-of-pocket charges paid for by Seller because of such cancellation.

10. Warranty

- a. Seller does not offer any warranty.
- b. For the sale of Goods, Seller warrants that it has the right to sell the goods with clear title to Buyer pursuant to these Terms. Seller will, when applicable and available, pass on to Buyer the benefit of any relevant warranty provided by the manufacturer, or certifying agency of the Goods and included with the Goods purchased.
- c. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Liabilities and Remedies

- a. THE REMEDIES SPECIFIED IN THE WARRANTIES APPLICABLE TO THESE TERMS, SHALL CONSTITUTE THE SOLE REMEDIES OF THE BUYER AND THE SOLE LIABILITY OF SELLER WITH RESPECT TO SUCH GOODS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

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- b. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY TO BUYER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER ARISING BEFORE, DURING, OR AFTER DELIVERY OF THE GOODS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE OF ANY NATURE WHATSOEVER.
- c. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION OF THE TERMS, AND EXCEPT AS PROVIDED IN SECTION 12, THE MAXIMUM LIABILITY OF SELLER UNDER THESE TERMS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR THIRD PARTY LIABILITY CAUSED BY THE SOLE NEGLIGENCE OF SELLER) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE PAID BY BUYER TO SELLER WITH RESPECT TO THE GOODS GIVING RISE TO SUCH LIABILITY.

12. Indemnification

- a. Each contracting party shall indemnify, defend and hold harmless the other party and its affiliates, and its and their respective directors, officers, employees, contractors or agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties and from and against all damages, payments made in settlement, and other liabilities payable to such third parties, and all costs, fees and expenses incurred, including but not limited to attorneys' and experts' fees that:
 - 1) were caused by the indemnifying party's breach of its obligations under the Terms or other requirements of this transaction; or
 - 2) relate to damage to property or bodily injury or death of any person arising out of or caused by the indemnifying party's negligence or willful misconduct, except for such Claims related to and/or caused by the negligence of the indemnified party.

13. Applicable State and Federal Laws

- a. For any Sellers other than ROSE Aerospace LLC, these Terms, and the transactions hereunder with such Sellers for Goods, shall be governed by the laws of the State of Texas, U.S.A., (excluding its conflict of law provisions);
 - 1) the UN Convention on Contracts for the International Sale of Goods is disclaimed; and
 - 2) any dispute arising from or relating to any Goods which is not resolved amicably shall be solely and exclusively brought in the state or federal court located in Collin County, Texas, U.S.A.
- b. Should any dispute between the parties arise, Seller may, at their reasonable discretion, accept partial payment for amounts not disputed, regardless of whether such partial payment is marked paid in full. Seller will not lose any rights in respect of the amounts disputed by accepting partial payment and Buyer shall remain obligated to pay the disputed amount.
- c. Apart from the indemnitees referenced in Section 12, nothing in these Terms confers any rights on any person that is not a party to the arrangement incorporating these Terms, including no rights under the Contracts (Rights of Third Parties) Act 1999.

14. Default

- a. In the event of any default by Buyer, including but not limited to a failure of Buyer to pay any amounts due to Seller, any breach or anticipated breach by Buyer of these Terms, Buyer becomes insolvent, makes any assignment for the benefit of creditors, or if a

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bankruptcy, insolvency, reorganization, or receivership proceeding commenced by or against Buyer, Seller may

- 1) Cancel or terminate the order;
 - 2) Demand and claim return of any Goods in possession of Buyer, and/or
 - 3) Demand immediate payment of any and all outstanding invoices and other unpaid amounts due from Buyer
- b. Seller may exercise any and all rights and remedies provided by law in addition to those mentioned in these Terms. In an event of Default, Buyer shall pay all costs, expenses and damages incurred by Seller as a result of said Default, including storage, preservation and auction costs, collection and repossession costs, court costs and attorneys' fees.

15. Force Majeure

- a. Seller shall not be responsible for or deemed to be in default by reason of delays in or failure of performance of the order in question due to causes beyond its reasonable control, including but not limited to, war, acts of terrorists, sabotage, civil unrest, riots, fires, explosions, serious accidents, any act of government, governmental priorities, allocations, court orders, regulations or orders affecting materials or facilities, acts of God or the public enemy, failure of transportation, delays of common carriers, epidemics, labor troubles causing cessation, slowdown or interruption of work, or failure of manufacturers, suppliers and subcontractors to furnish parts, labor or materials within normal delivery times.
- b. Seller shall give prompt notice to Buyer of any excusable event that might delay completion of an order or shipment of Goods purchased. In the event of an excused delay, the affected time for delivery shall be extended or postponed for such periods as is reasonably necessary to offset the effects of said delay.

16. Assigning Transactions

- a. Neither Buyer nor Seller may assign any part of this transaction in whole or in part without the prior written consent of the both parties. Any such assignment or transfer of Buyer's right, title and interest in the applicable transaction, or Buyer's property shall not relieve Buyer of its obligations accompanying the purchase of Goods and may be deemed null and void by Seller.

17. Confidentiality and Privacy

- a. Buyer and Seller shall always keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, including but not limited to the parties' banking information, provided by Seller or Buyer, respectively, without prior written consent of the disclosing party.

18. Independent Contractors

- a. Seller and Buyer are independent contractors, not partners or employees or agents of the other. Neither party shall have the authority to assume or create any liability or obligations, express or implied, on behalf of, or bind, the other party in any manner.

19. Import and Export Controls

- a. At all times, Buyer must comply with all applicable laws and regulations of the U.S.A., United Kingdom, and European Union and its Member States then in effect relating to imports/exports (including permanent and temporary exports, as well as temporary imports), re- exports and other foreign transactions, including, but not limited to the International Traffic in Arms Regulations (ITAR), Arms Export Control Act, Export Administration Regulation (EAR), Export Administration Act of 1979, Export Control Act 2002, Export Control Order 2008, EU Council Regulation (EC) No 428/2009, and the embargo and economic sanctions regulations of the U.S. Department of Treasury, Office of Foreign Assets Control, U.S. Department of State, His Majesty's Treasury

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(UK), European Union or U.N. Security Council. If Buyer will be shipping hardware or technical data to Seller. Buyer shall provide Seller with prior written notice of the shipment and await instruction and confirmation from Seller before conducting the shipment. The parties shall reasonably cooperate with each other in obtaining all required export and import licenses, approvals and/or notifications pursuant to applicable law.

20. Legal Compliance

- a. Each Seller and Buyer represent and warrant to the other that it has complied with all laws and regulations applicable to their respective activities hereunder, including, without limitation, the Foreign Corrupt Practices Act of 1977, Bribery Act 2010, any other applicable laws or international conventions of similar effect, and any regulations implementing any such laws or conventions. Buyer further represents and warrants that it has not participated in, and will not participate in, any conduct in connection with these Terms that violates the Signature Aviation Code of Business Ethics.