

Standard Conditions of Sale

THE ADELWIGGINS GROUP, A DIVISION OF TRANSDIGM INC.

(hereinafter referred to as "TransDigm") proposes to furnish the Purchaser the products (hereinafter termed "Products"), subject to the following terms and conditions:

1. DELIVERY

Unless otherwise agreed, AdelWiggins will furnish its products F.O.B. its factory. Delivery to the transporting carrier shall constitute delivery to the Purchaser, subject to the provisions of paragraph 2, below.

If shipment or any other act or condition affecting payment shall be delayed on account of Purchaser, payment shall become due when Purchaser is notified that AdelWiggins is ready to ship, and the product shall thereafter be held at Purchaser's risk and expense. If partial shipments are made, proportionate payments shall become due and payable on the partial shipments.

The specified shipment is subject to any delay on the part of the Purchaser in supplying AdelWiggins with necessary data, or approved drawings as may be required, or any changes therein at the Purchaser's instance, and to delays due to causes beyond AdelWiggins' reasonable control, including, but not limited to, acts of God, or acts of Purchaser, fires, floods, strikes, accidents, wrecks, delays in transportation, embargoes, car shortages, acts of civil or military authority, compliance with priority orders or preferred ratings issued by the U.S. Government, delay by supplier of material, shortages of material, unusually severe weather, or any inability to obtain necessary labor, materials or manufacturing facilities due to any such causes; and in the event of delay due to any such cause the time specified for shipment or completion shall be extended during the continuation of such delay and a reasonable time thereafter to allow for shipment or completion. If changes in specifications or drawings are made at the insistence of the Purchaser, and accepted by AdelWiggins, AdelWiggins shall be entitled to an equitable adjustment in the price or delivery date, or both.

Delivery dates are approximate. Delivery dates and prices are based on prompt receipt of orders by AdelWiggins and all information necessary to permit AdelWiggins to proceed with work immediately and without interruption, and satisfactory assurance of compliance with the terms of payment agreed upon.

2. TITLE

Without relieving the Purchaser from obligation to make payment as provided for and without reference to the form of invoice that may be used by AdelWiggins, it is agreed that title, to the extent of a security interest in the Products furnished, is reserved in AdelWiggins until the purchase price (including any extensions of payment whether evidenced by note or otherwise) shall have been fully paid in cash, and the Products shall remain personal property whatever may be the mode of its attachment to realty or other property, until fully paid for in cash; and the

Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title in AdelWiggins as aforesaid. In case of failure by the Purchaser to make any payment when due, it is expressly understood that it shall be optional with AdelWiggins to take exclusive possession of the Products wherever found and remove the same without legal process, all at the expense of the Purchaser. In the event of default by Purchaser, the amount of damage to AdelWiggins being substantial and difficult or impossible to ascertain, it is hereby agreed that any payments which may have been made to AdelWiggins shall be retained by it as liquidated damages without prejudice to its right of recovery for further damage it may suffer from any cause arising out of such default.

3. STANDARD WARRANTY

AdelWiggins warrants that the Products will be free from defects in title, and so far as of its own manufacture, will conform, in the manner herein provided, to the applicable specifications which are made a part hereof, and will be free from defects in material and workmanship, and should any part of it be found, when properly installed, maintained, and used under specified service conditions, within one year after date of notification of completion at AdelWiggins' plant or shipment by AdelWiggins, whichever is the earlier, to have been defective or nonconforming with the specifications, AdelWiggins will repair or replace said part F.O.B. its factory provided the original part is returned to its factory transportation prepaid and AdelWiggins inspection reveals it to be defective or nonconforming within the terms of this warranty. No device or part shall be returned without giving prompt notice of nonconformance or defect to AdelWiggins and obtaining its prior written authorization. AdelWiggins shall in no event be held liable for damage or delay caused by nonconformance or a defect in material or workmanship, and no allowance will be made for repairs or alterations unless made with its written approval. Purchaser, or any user claiming through Purchaser, assumes all liability for the consequences of the use or misuse thereof by itself, by its employees or by others.

Equipment and accessories not of our manufacture are warranted only to the extent of the original manufacturer. AdelWiggins shall not be liable for damage of any kind resulting from erosive, corrosive, or other harmful action of any gases, liquids, or any other substance handled by the Products. The foregoing is in lieu of all other warranties by, and obligations or liabilities of, AdelWiggins, or its representatives whether express, implied or statutory and **SINCE THE PRODUCTS ARE THE SUBJECT OF SPECIFICATIONS, AS AFORESAID, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE IS APPLICABLE.**

The warranties, obligations and liabilities, and all other rights, claims and remedies of Purchaser set forth in these terms are exclusive and in substitution for, all other warranties, obligations and liabilities arising by law or otherwise, with respect to any nonconformance or defect in the goods or services provided under any order, including but not limited to, any implied warranty of merchantability or fitness; any implied warranty arising from course of performance, course of dealing or usage of trade; any obligation, liability, right, claim or remedy arising from the negligence of AdelWiggins or any manufacturer of aircraft incorporating the products; and any obligation, liability, right, claim or remedy for loss or damage to any aircraft.

Neither AdelWiggins nor any manufacturer of aircraft will have any obligation or liability, whether arising in contract, tort or otherwise, for loss of use, revenue or profit or for any other

incidental or consequential damages with respect to any nonconformance or defect in the goods or services provided under any order.

4. INSURANCE

Fire and extended coverage insurance in an amount sufficient to protect AdelWiggins' interest in the Products is to be obtained from and maintained with an insurer satisfactory to AdelWiggins by and at the expense of the Purchaser from the time of delivery until the Products have been fully paid for in cash. The Purchaser shall assume and be fully responsible for and shall indemnify AdelWiggins against all losses resulting from any cause that may not be covered by insurance.

5. TAXES

The Purchaser shall pay to AdelWiggins in addition to the purchase price, the amount of any excise, sales, privilege, use of any other local, state or federal tax which is payable by AdelWiggins because of the acceptance of any order, or the sale, delivery, installation, or use of the Products covered hereby.

6. SPECIFICATIONS

Any AdelWiggins specifications referred to herein, or annexed hereto, are a standard form covering Products substantially identical in type and character to that purchased, but there may be variations therefrom in the details of design and construction of any particular Product. The provisions in the specifications are descriptive and are not to be construed as warranties. AdelWiggins reserves the right to make such changes in details of design and construction as shall, in its judgment, constitute an improvement over such former practice as may be shown or described in the specifications. AdelWiggins does not supply detailed or shop working drawings of its Products. AdelWiggins may make such technical changes in or to the Products or the process of their manufacture as it may deem appropriate, provided that such changes do not affect the form or impair the fit or function of the Products. AdelWiggins shall have the authority to perform material review actions on the Products. Products that do not meet all specifications may nonetheless be approved by AdelWiggins' material review board if the board determines that the deficiencies do not affect the form or impair the fit or function of the Products.

7. PATENTS

AdelWiggins shall indemnify the Purchaser for any liability the Purchaser may incur because of claims of infringement of United States apparatus patents by the Products manufactured by AdelWiggins. The Purchaser shall indemnify AdelWiggins for any liability AdelWiggins may incur because of claims of infringement of United States process patents in the use of the Products furnished hereunder.

8. LIMITS OF LIABILITY

The remedies, guaranties, and warranties, provided herein are in lieu of any remedies, guaranties, indemnities, conditions or liabilities, either express or implied arising by law or otherwise. Upon the expiration of the warranty period expressly set forth herein, all liability for claims not asserted heretofore against AdelWiggins shall terminate.

The liability of AdelWiggins in respect of all damages, losses, costs or expenses whether suffered or incurred by Purchaser or any third party arising in any manner, incident or related to this contract or the performance hereunder shall be limited in the aggregate to the actual price paid by Purchaser to AdelWiggins. Notwithstanding anything to the contrary, AdelWiggins shall not be liable to Purchaser or Purchaser's customers or any third party for special, punitive, incidental or consequential damages of any kind or character including without limitation the loss of use of the Product or associated equipment, damage of Purchaser's customers or others for any such damages which might arise under this contract or otherwise, regardless of whether such damages are based upon contract, tort, strict liability in tort, negligence or indemnity.

9. LAWS AND REGULATIONS

The Products to be produced by AdelWiggins and delivered hereunder will be produced in compliance with all applicable federal, state and local laws, orders and regulations. The Purchaser agrees that the Products will be used only in accordance with all applicable laws, rules and regulations and that the Products will not be exported from the United States except in compliance with all applicable export control laws, rules and regulations and any licenses or other approvals that may have been or that may be issued to the Purchaser.

10. TERMINATION

In addition to any remedies set forth herein, AdelWiggins may terminate this contract with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this contract; (ii) has not otherwise performed or complied with this contract, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

11. CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of AdelWiggins, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by AdelWiggins to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this contract is confidential, solely for the use of performing this contract and may not be disclosed or copied unless authorized in advance by AdelWiggins in writing. Upon AdelWiggins' request, Purchaser shall promptly return all documents and other materials received from AdelWiggins. AdelWiggins shall be entitled to injunctive relief for any violation hereof. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) obtained by AdelWiggins on a non-confidential basis from a third party who was not under an obligation of confidentiality.

12. Cancellation

Under no circumstances may the Buyer cancel any order after two weeks of order placement.

13. GOVERNING LAW; JURISDICTION

All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict

of law provision or rule (whether of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of California. The United Nations Convention on the International Sale of Goods does not apply to any matter arising out of or relating to the Agreement. Any suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States or the courts of California, in each case located in Los Angeles, California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

14. General

All of the above provisions, together with those set forth in the AdelWiggins form to which this is annexed, and such other as may be accepted by AdelWiggins in writing, all of which are accepted by Purchaser and supersede Purchaser's order form, if any, shall be and constitute the entire agreement for the sale of the Products. Any terms and conditions in any writing pertaining to the sale of the Products irrespective of its wording or when received by AdelWiggins which are inconsistent with, or add, to the terms and conditions hereof, will not be acceptable or become a part of the contract without AdelWiggins' written consent signed by its duly authorized representative. Commencement of performance or shipping shall not constitute acceptance of any such inconsistent or added terms and conditions. Any representation, promise, course of dealing, or trade usage, not contained or referenced herein, will not be binding on AdelWiggins. No modification, amendment, recession, waiver, or other change shall be binding on AdelWiggins unless agreed to in writing by AdelWiggins.

15. Record Retention

AdelWiggins will retain production documentation and quality records for a period of ten (10) years from the date of order shipment.

ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY ADELWIGGINS, AT ITS HOME OFFICE, AND NO ORDER SHALL BE BINDING UPON ADELWIGGINS UNTIL SO ACCEPTED.

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