

GENERAL TERMS AND CONDITIONS OF SALE

Prior to the Purchaser's Order of Products from BERINGER AERO ("BERINGER"), these general terms and conditions were made available to the Purchaser. Purchaser's Order from BERINGER constitutes Purchaser's agreement to these General Terms and Conditions of Sale.

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

The present General Terms and Conditions of sale represent, according to the article L 441-6 of the French Commercial Code, the basis of the commercial relation between the parties.

They define the conditions under which BERINGER supplies to Purchaser its Products designed solely for use on aircraft.

They apply without limitations or reservations for all the sales concluded by BERINGER with the Purchaser excepting only the conditions which may appear on the documents of the Purchaser, in particular his conditions of purchase.

According to the regulations in force, these General Terms and Conditions of sale are systematically communicated to every Purchaser who makes the request for Products. The information appearing on catalogs and prices of BERINGER are given for information purposes and are revisable at any time. BERINGER is entitled to bring any useful modifications.

The Purchaser recognizes that the Products are made and sold by BERINGER exclusively for aeronautics use, consequently the Products can only be use on aircraft. The BERINGER company can not be responsible for, and hereby expressly disclaims, any direct, indirect, material and immaterial damages which could be caused by abnormal use, an unsuitable use of the Products, or a use of the Products which is not in compliance with their intended purpose or laws of the destination country, as set for below in Article 9.

ARTICLE 2 – ORDERS

▪ **Definitions**

▪ "Order" is understood to mean any request to buy Products sold by BERINGER that **has** been made to and accepted by BERINGER.

▪ A "Contract of Sale" is formed once the Purchaser submits an Order and BERINGER has accepted such Order.

▪ **Method of Ordering**

▪ Any Order must be placed in writing or communicated by fax or any other equivalent technological means such as email or website Order that will provide proof of the contractual agreement with BERINGER. Each Order must specify the type aircraft for which BERINGER Products are Ordered, including manufacturer, model, year of manufacturer, and category of use. With every Order submitted, the Purchaser shall attest that the parts will not be used with any equipment that is capable of threatening human life or delivered to provide a "lethal capability" for a "military or law enforcement purpose." Any quotation is valid for one month.

▪ The estimate will be valid for one month.

▪ Acceptance of the Order will be evidenced by an "Order Acknowledgement" from BERINGER confirming that it has received the Order, accepts the Order and confirms the terms. Such Order Acknowledgement will be in writing by mail, fax or any other equivalent technological means such as email.

BERINGER will only agree to accept and honor the Orders of the Purchaser provided that Purchaser presents sufficient financial guarantees to pay the due sums. If BERINGER has serious or particular reasons to consider that the Purchaser has difficulties of payment at the moment of the Order up to the time of delivery, or if the Purchaser does not present the same guarantees as at the date of the acceptance of the Order especially in case of modification of its legal situation (such as the opening of a collective procedure or a statutory modification), BERINGER can limit or condition its acceptance of

the Order or the pursuit of its execution to a cash payment or to the presentation of guarantees by the purchaser.

- The invoice will be prepared and sent to the Purchaser for mail or any other means (according specifications) as soon as possible after the delivery of the Order.
- The Order is considered closed and final at the time the Products have been shipped from the factory or distributor's location to the place of delivery.
- If BERINGER does not have a Product suitable for use on the Purchaser's aircraft, BERINGER may, at its sole option, agree to produce adaptation parts (as for example by supplemental type certificate (STC)), according to the specifications of the Purchaser. Purchaser shall provide the aircraft technical specifications as required in the "Aircraft data sheet" provided by BERINGER, a work Order, and drawings (CAD of 2D) of the intended landing gear and rudder pedals. BERINGER will provide the Purchaser with a technical proposal and commercial quote for the adaptation part, for which the Purchaser shall not be responsible for the cost of the research and development. BERINGER shall retain all rights to the design and other intellectual property developed as a result.
- If BERINGER is required to develop a new Product pursuant to a Purchaser's Order, the development and Ordering of the new Product shall take place in the same manner as for adaptation parts described above, with BERINGER retaining all rights to the design and intellectual property produced.

ARTICLE 3 – CANCELLATION

BERINGER may cancel any sale up to the time of delivery in its sole discretion due to Purchaser's failure to perform any obligation to BERINGER, and as provided in Article 6, below.

Except as provided otherwise in Article 4 below, any Order may be modified or cancelled by the Purchaser in writing, communicated by fax or any other equivalent technological means such as email, within eight (8) days after receipt by BERINGER of the initial Order of the Purchaser, and prior to the acceptance of the Order by BERINGER

ARTICLE 4 – DELIVERY

▪ Delivery time

An estimated delivery time will be given when the Order is accepted. BERINGER shall not be liable to Purchaser for any penalties or direct, indirect, material and immaterial damages resulting from a delay in meeting the estimated delivery time. Any modification to the Order by the Purchaser may lead to additional costs and a delayed delivery date. BERINGER shall not be responsible for any delays in delivery due to Purchaser's modification of the Order.

Purchaser may not cancel or terminate the Order in any situation where a delay in the delivery time is due to the Purchaser and for example results from (i) a modification of the Order by the Purchaser or (ii) in case of force majeure and also (iii) if equipment or parts are delayed from vendors; or (iv) any other cause beyond BERINGER'S reasonable control; provided that BERINGER notifies to the Purchaser promptly the occurrence of any such cause that will delay the delivery time beyond thirty (30) days of the estimated delivery date.

▪ Delivery - Risks

The delivery will be completed upon simple notice of availability of the Products at the factory of the Purchaser. The agreement can specify that the delivery can be made by a third party or by a carrier appointed by the Purchaser.

Ownership transfer of Products to the Purchaser will be realized only after complete payment of the price, shipping or other fees, and accessories by the latter and whatever the delivery date of the aforementioned Products is.

Therefore, the Purchaser makes a commitment, in case of payment later than the delivery, to procure its own insurance for the Products against the risks of loss and deterioration, including insurance for the benefit of BERINGER.

- **Transport**

The shipping incoterm used in any sale is FCA if BERINGER uses its own carrier account. If the Purchaser wishes BERINGER to use its carrier account then BERINGER shipping incoterm becomes EXW and the company will not bear any responsibility in case of loss or damage during transport. The Purchaser will then have to claim the loss or damage to its carrier directly.

BERINGER reserves the right to refuse to arrange the shipment with the Purchaser's carrier. In this case Purchaser will then have to arrange the shipment for itself.

- **Receipt**

Upon receipt, the Purchaser must check the compliance of the delivered Products with the Products Ordered and confirm that there are no apparent defects. Notwithstanding the claims that may be made by the Purchaser against the carrier as described above for any loss or damage in transport, the Purchaser must notify BERINGER in writing within three (3) days of delivery if Purchaser elects to reject the Products due to nonconformity with the sales contract. If the Purchaser has not rejected the Product within three (3) days of receipt, the Products will be deemed accepted by the Purchaser and may no longer be returned to or exchanged by BERINGER, except for defects during the warranty period.

It is up to the Purchaser to provide BERINGER with proof of any defects. No Products may be returned by the Purchaser without the prior written authorization of BERINGER in the conditions of article 7. When, after inspection, an apparent defect of the returned items is confirmed by BERINGER or its representative, BERINGER will replace the non-conforming items at its cost. The fees incurred by the authorized return of the defective Products and the delivery of the replacement Products are payable exclusively by BERINGER. BERINGER will however not bear any cost related to shipment or insurance of the replacement of the non-conforming part on the aircraft.

- **Assembly**

The assembly of parts for Purchaser must be performed by a person who has the necessary skills, experience, and certification, if necessary, to carry out this work according to industry standards. The parts may only be mounted on aircraft and the person in charge of mounting the parts must follow the European Aviation Safety Agency ("EASA") procedures for the braking system assembly and/or the mechanical state of the art. The person performing the assembly must, prior to assembly, ensure that all the parts are compliant with the device on which they are being assembled. The assembly instructions must be followed to the letter. If these instructions are missing or incomplete, the Purchaser may request them from BERINGER. If any part is determined to be defective, the Purchaser must make a claim to BERINGER to replace the faulty part with a part in working Order. BERINGER shall in no event be held liable due to a faulty item being connected to the BERINGER Product.

The existence of TSO/ETSO approval of the article, displaying the required marking, does not automatically constitute the authority to install and use the article on an airplane. The conditions and tests required for TSO/ETSO approval of this article are minimum performance standards. It is the responsibility of those desiring to install this article either on or within a specific type or class of airplane to determine that the airplane operating conditions are within the capacity of the article demonstrated in accordance with the TSO/ETSO standards. The article may be installed only if further evaluation by the user/installer documents an acceptable installation, and the installation is approved by the administrator.

Additional requirements may be imposed based on airplane specifications, wheel and brake design, and quality control specifications. In-service maintenance, modifications, and use of replacement components must be in compliance with the performance standards of this TSO/ETSO, as well as any additional specific airplane requirements.

ARTICLE 5 – RATES AND PRICES

BERINGER'S prices are as shown in the catalogue and price list, and may be revised by BERINGER at any time. The Products are supplied at the current price of BERINGER at the day of the Order and the prices apply equally to all purchases of BERINGER Products sold to any Purchaser on the same date. BERINGER'S prices are set upon shipment from the factory or distributor, exclusive of taxes, as per the terms of the Order.

Except for express and particular terms and conditions specific to the sale, the prices of Products sold are those shown in the catalogue and the price list on the Order date, and are closed and final on the Order date. Prices are expressed in Euros or USD and stipulated exclusive of taxes, delivery fees, packaging and insurances.

In case of "Aircraft On Ground" situation ("AOG"), BERINGER ensures a response within a 48-hour lead time from the Purchaser's purchase Order and shipping date. A surplus of 20% will be applied on the Product retail price in this instance. The actual shipping of the Product in AOG is submitted to the same terms of payment than a regular Order (see Article 7). If the Products are not shipped within the 48-hour lead time, BERINGER will revise the price to the current public retail without surplus.

ARTICLE 6 – RETENTION OF TITLE CLAUSE

BERINGER retains title to the whole property of the Products which are the object of the agreement up to the complete payment of the price and accessories. The default of payment on any due date may entail a claim for the return of BERINGER'S Products. Nevertheless, as mentioned above, the Purchaser assumes the responsibility of the damages which could be caused by these Products or which could affect these Products. This right concerns the Products and their parts as well as their prices if they are already resold, transformed, incorporated or consumed.

ARTICLE 7 – TERMS OF PAYMENT

▪ Payment

The sales price is payable in cash before receipt or as otherwise approved in advance by BERINGER. In no event may the payments which are due to BERINGER be suspended or be subject to any reductions or delays whatsoever without written agreement from BERINGER.

No discount will be practiced by BERINGER for payment before the deadline mentioned in the present General terms of sale.

Any payment made to BERINGER shall be applied to outstanding balance of Purchaser in Order of the earliest date due to the most recent.

Failure by the Purchaser to pay the entire invoiced amount by the agreed upon due date can result in the sale being cancellable eight (8) days after formal notification from BERINGER by registered letter to the billing address. Thereafter, BERINGER shall be entitled to take back possession of the goods and retain any amounts previously paid by the Purchaser as liquidated damages.

Checks, transfer and drafts are not considered payments until they have been cashed and cleared on BERINGER'S account.

The Purchaser may not sell, encumber, modify or install Products until BERINGER has been fully paid because BERINGER keep, up to the complete payment of the price by the Purchaser, a property right on the sold Products allowing him to repossess the aforementioned Products.

Unless otherwise agreed, delivery will not intervene before full payment of the Order. BERINGER cannot be held liable toward the Purchaser or any third party for the consequences of non-delivery or late delivery caused by late payment.

▪ Late payment

In case of non-payment of the sum at the due date, late charges shall accrue in the amount of 10% or at the maximum legal rate of interest, whichever is greater, and will automatically apply, without preliminary formal demand. Any delay in payment will immediately cause 10 % of all payable sums to become due and subject to late charges thereafter, without prejudice to any other action which BERINGER would be entitled to institute against the Purchaser.

In addition, BERINGER shall be entitled to payment for recovery costs of 40 euros, or the equivalent USD, to be immediately due from the Purchaser without preliminary notification in case of delay in payment. BERINGER reserves the right to recover from the Purchaser additional costs incurred by BERINGER if the recovery costs exceed the amount aforementioned.

The default of payment on any due date will entail, after failure of the Purchaser to remedy this problem within 48 hours after receipt of a prior written notice from BERINGER, the right for BERINGER to suspend any delivery of Ordered and manufactured Products up to the complete payment of due sums, with no right by Purchaser to a refund or credit for any reason.

ARTICLE 8 – NON-CONFORMING PARTS

If the Purchaser determines there is a non-conformance or defect with the Product, Purchaser may send a request for return to BERINGER providing the Product serial number or lot number, the reference of the Product, the invoice number corresponding to the purchase of the Product and a detailed report of the problem. If BERINGER determines that the Product needs to be returned, BERINGER will issue a "Return Merchandise Authorization" or "RMA" to the Purchaser before the return of the Product. NO PRODUCTS WILL BE ACCEPTED FOR RETURN WITHOUT A BERINGER-ISSUED RMA. After BERINGER has inspected the returned Product, BERINGER will decide whether there is (1) a non-conformance with the Product; or whether (2) the damage was caused by the Purchaser's use or installation of the Product. As a result of this determination, BERINGER will offer to the Purchaser of (1) full replacement of the Product under warranty if found defective; and if (2) rework or repair of the Product with all cost of parts, labor, or replacement of the Product at the Purchaser's sole cost and expense, if found to be caused by Purchaser's use or installation.

The shipping costs for returning items are the responsibility of the Purchaser. BERINGER (1) shall bear the cost of delivery for the return of parts deemed defective at delivery, and if (2) the damage is caused by Purchaser's use or installation, BERINGER does not assume responsibility for delivery charges for the return of parts.

ARTICLE 9 – WARRANTY

BERINGER warrants the Products (without spare parts as listed on the spare parts list) for two (2) years of standard use following the initial date of service. This warranty is excluded in case of misuse, negligence or defective installation or maintenance on behalf of the Purchaser and in case of Abnormal wear of the Product or in case of force majeure. Purchaser's remedy under this warranty is limited to repair, or at BERINGER'S discretion replacement, of the affected Products.

BERINGER disclaims all other warranties, express or implied, including without limitation the implied warranty of merchantability. BERINGER will in no instance be liable for any indirect, special, incidental, consequential or punitive damages, or any economic loss or loss of use or loss of profits of the Purchaser and the Purchaser hereby waives any claim for such damages as well as any claim that may otherwise be asserted for simple defect under a consumer protection law or merchandising practices law.

ARTICLE 10 – LIABILITY

The Purchaser is responsible for the installation and implementation of the Product in the predictable normal conditions of use and according to applicable safety and hygiene rules, worker safety and compensation rules, and also according to the current environment.

The responsibility of BERINGER is strictly limited to the respect of the Purchaser's specifications.

The responsibility of BERINGER is excluded:

- For any defects in design as may be contained in the Purchaser's Order specifications, or technical choices of the latter.
- For the defects resulting from the normal wear and tear of the Products or part of the Product, the deteriorations or accidents caused by the Purchaser or a third party,
- In case of abnormal or atypical use or a use which is not in compliance with the destination of Products, with the rules of the art or with the recommendations or specifications of BERINGER.

ARTICLE 11 – APPLICABLE LAW/VENUE

The present General terms and conditions of sale and the operations of purchase and sale which ensue from it are governed by French law.

Both parties agree to submit any disputes or controversies which may arise between them in connection with this agreement or its subject matter concerning the validity, the interpretation, the execution, the termination and their consequences to the competent courts.

Nevertheless, the Parties will try to find an amicable solution to the dispute by appointing a mediator and engaging in good faith negotiations for at least 60 DAYS before resorting to the competent courts.

ARTICLE 12 – LANGUAGE

The language of the agreement is English.

In case of translation, the English version will prevail.