



## General Terms & Conditions

1. **General Provisions.** Georgian Aerospace, LLC. ("Company") and the Customer authorizing a proposal, Work Authorization, response to a purchase order, bid or quote ("Proposal") to develop engineering, or to engineer and produce any parts for a modification hereby agree that all work, labor and materials, including any change order(s) to the initial proposed work scope or parts production ("Work") performed by Company on a specific serial numbered aircraft or part thereof ("Aircraft"), shall be accomplished pursuant to the terms and conditions of this agreement ("Agreement"). Company's acceptance and performance of Work is conditioned upon Customer's specific consent to this Agreement, which consent shall be deemed given by execution of this Agreement, placing any order, change order, or statement of intent to have Work done, or any oral direction to proceed with Work. Any proposed modification to this Agreement, additional or different terms and conditions, whether contained in a Customer purchase order or any other communication from the Customer, shall be deemed by the Parties to be null, void and inapplicable to the Work, unless signed in ink by an Officer of Company. The failure of Company to object to any such terms and conditions shall not be an acceptance of any such proposed terms and conditions or a waiver of the terms and conditions of this Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto regarding the Work. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the Work.
2. **Terms of Payment.** Unless otherwise specified in the Proposal or other Company written document signed by an authorized officer of the Company, payment terms are net cash upon delivery of services to Customer, ExWorks Georgian Aerospace, LLC. Customer's obligation to pay is not contingent upon Customer's receipt of payment from any other party. Each invoice rendered by Company to Customer (Invoice) shall be deemed an account stated, and correct, acceptable and binding upon Customer in accordance with Missouri law, unless the Company shall receive a written objection within ten (10) calendar days after such Invoice is rendered. Customers shall not withhold from Company, for any reason whatsoever, any such account stated on any Invoice. There shall be a delinquency charge of 1½% per month on all amounts remaining unpaid thirty (30) calendar days after Invoice date, if not prohibited by law, otherwise at the highest lawful rate. If the Company refers any amount due to an attorney for collection, Customer shall pay all of Company's expenses of collection, including a reasonable attorney's fee. Company reserves the right to alter, suspend or change any credit terms extended at any time, if in the sole opinion of Company, the financial position of the Customer so warrants. Company may require a cash payment in advance for performance or continued performance of work pending receipt of satisfactory security of performance from Customer. Company reserves the right to suspend performance of Work until the full account is settled. Acceptance by Company of less than full payment shall not be a waiver of any of its rights under this Agreement. All payments shall be sent to the Company address on the Invoice. Customer's failure to pay an Invoice upon the due date automatically accelerates and makes all subsequent Invoices immediately due and payable regardless of terms.
3. **Deposits & Progress Payments.** Unless otherwise specified in the Proposal or other Company written document signed by an authorized officer of the Company, Customer shall make a deposit of fifty percent (50%) of the Proposal amount upon authorization to proceed with the Work, twenty-five percent (25%) of the Proposal amount is due at the Company estimated midpoint of the Proposal Work, and the remainder is due prior to release of the Work product to Customer. Any Work in addition to a Proposal scope of Work shall be paid by Customer at fifty percent (50%) of the estimated cost upon authorization to proceed, twenty-five percent (25%) at the Company estimated midpoint of the additional authorized scope of Work, and the remainder shall be due prior to release of the Work product or parts to Customer.
4. **Prices.** All labor performed by Company shall be at its standard posted rates or as detailed in the Proposal for the Work. Unless otherwise stated in a Proposal, the Proposal prices shall be valid for thirty (30) calendar days from the date of the Proposal.
5. **Intellectual Property and Limited License.** Proposal pricing for the Work is for the labor only to complete the Work on the Aircraft pursuant to this Agreement. Unless specifically addressed and included in the Proposal, the Proposal and Work exclude any rights of Customer to any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property, utilized or conceived by Company or Company Subcontractors, in the accomplishment of the Work. Company grants Customer, or any bonafide purchaser of the Aircraft upon which the Work is licensed to be incorporated, a worldwide royalty free limited license to use the continued airworthiness maintenance data provided to Customer exclusively for the purpose of maintaining the Work on the Aircraft by Company. Customer agrees to be bound by the restrictive data legend contained on data provided for the Work.
6. **Engineering Approvals & Flight Testing.** The Proposal shall detail the level, method(s) of analysis, and proposed method(s) of regulatory approval for the Work. Any flight testing participation, analysis, or approval not specified by the Proposal is above and beyond the scope of the Work. Upon request, Company will separately quote the requested additional work scope. Customer shall be responsible to coordinate and fund any flight testing required for approval of the Work.
7. **Subcontractors and Governing Agencies.** Company shall have the right to subcontract any portion of the Work. In connection with any such subcontract, Company is authorized to deliver to the subcontractor any data or other required information for completion of the subcontracted Work. Company will maintain a standard Non-Disclosure Agreement with any subcontractor utilized in performance of the Work. Customer recognizes and authorizes the distribution of data to governmental regulatory agencies, and their designees, as needed for regulatory approval of the Work. Company shall attempt, but is not required to obtain a Non-Disclosure Agreement with any governmental regulatory agencies, and their designees.

8. **Performance of Work and Delays.** Company shall not pay or be liable for any penalty or damage, whether liquidated or otherwise, for completion of the Work. The completion dates stated by Company are estimated and are not guaranteed. Proposal pricing and completion are based upon the Customer supplying all required data, wiring diagrams, modification or other data, certification tests, or other paperwork required for the scope of Work prior to commencement of the Work. Incorporation of any Supplemental Type Certificate ("STC") as part of a Proposal is based on the availability of the STC by either a third party or Company. Deviations from standard STC incorporation due to Aircraft configuration will be over and above the Proposal price. Further, Company shall not be responsible or liable for any non-performance or delay, directly or indirectly, resulting from or contributed to by the failure of Customer to make payments when due according to this Agreement, or non-availability or delay in delivery of required data or materials, from Company's suppliers, vendors, subcontractors, or from the Customer, including but not limited to delays due to lack of transportation, fires, floods, explosions, strikes, or other accidents, incidents, mechanical breakdown, any foreign or domestic embargoes, seizures, acts of God, war, terrorism, enactment of any law, regulation, or order interfering or rendering more burdensome the delivery or performance hereunder, of any nature or kind or any other contingencies causing delay beyond Company's reasonable control. Company's completion date shall be extended commensurate with any such delay(s).
9. **Configuration:** Due to different aircraft configurations, all Proposals are preliminary and subject to change upon Company inspection of the Aircraft configuration. Any changes shall be negotiated prior to commencement of the configuration impacted work scope. Further, adequate space must be available for standard installation of items specified by the Proposal.
10. **Customer's Duty to Inspect - Notice of Claims.** Upon release of the Work product to Customer, Customer shall inspect and review the work product immediately and shall notify Company of any claim.
11. **Taxes - Other Charges.** Prices do not include any applicable sales, use, occupation, or other taxes, fees, duties, tariffs or charges imposed by any governmental authority on any transaction between the Company and Customer. Customer shall furnish evidence of any tax exemption and warrant, enter and defend the validity and accuracy thereof. Customer shall pay any tax, fee, duty, tariff or other charge if advanced by Company. Customer shall pay all transportation/delivery charges incurred in connection with the Work.
12. **Cancellation.** An order once placed with the Company may be terminated only with the express written consent of the Company, and upon such terms as will fully indemnify the Company against all loss, damage, and expenses arising from such cancellation or termination.
13. **Prior Dealings, Applicable Law, Venue.** No course of performance or prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain this Agreement. Acceptance or acquiescence in a course of performance shall not be relevant, even though the accepting or acquiescing party has knowledge of the nature of the performance, and opportunity for objection. The waiver by Company of any term in a specific instance shall not be deemed a waiver of that term in any subsequent instance. The rights and obligation of the Company and Customer shall be governed under the laws of the State of Missouri, United States of America. Any dispute or claim arising out of or relating to this Agreement or the Work performed hereunder that is not resolved through discussions between the parties shall be resolved in the Circuit Court of St. Louis County, Missouri.
14. **Liens & Other Remedies.** TO SECURE CUSTOMER'S OBLIGATIONS TO MAKE FULL PAYMENT TO COMPANY, CUSTOMER GRANTS COMPANY A SECURITY INTEREST IN THE WORK PRODUCT AND THE POSSESSION THEREOF BY COMPANY UNTIL ALL INVOICES ARE FULLY PAID. ALL OF COMPANY'S RIGHTS AND REMEDIES SHALL BE CUMULATIVE AND IN ADDITION TO ALL OTHER RIGHTS OR REMEDIES PROVIDED BY MISSOURI LAW AND EQUITY. WAIVER BY COMPANY OF ANY BREACH OF ANY PROVISION HEREOF SHALL NOT CONSTITUTE A WAIVER OR ACCEPTANCE OF ANY OTHER BREACH.
15. **Indemnification.** Customer agrees to indemnify and hold harmless Company, its employees and affiliated entities from any claims, including third party claims, for damages, losses and expenses, including but not limited to attorney's fees and court costs, alleged to arise, in whole or in part, directly or indirectly, from the Work provided by Company except to the extent that such loss or damage is determined in a final judicial decision to be the direct and proximate result of the sole negligence of Company. If any flight testing of the aircraft requires participation of the Company, the Company shall be named as an additional insured for all flight related operations of the aircraft. Customer shall furnish a certificate of insurance confirming such insurance in a form and with limits satisfactory to Company prior to the date(s) of the flight(s).
16. **Confidentiality.** The content of this document and any attachments shall be deemed Confidential Information for the sole use of Company and Customer and shall not be disclosed to any third party without the express written consent of Company.
17. **Limitation of Liability.** NO PENALTY OR LIQUIDATED DAMAGES CLAUSE OF ANY DESCRIPTION SHALL BE EFFECTIVE OR BINDING UPON COMPANY, UNLESS SPECIFICALLY APPROVED IN WRITING BY AN OFFICER OF COMPANY. NOTWITHSTANDING ANY PROVISION HEREIN ABOVE TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST REVENUE OR PROFITS, LOSS OF USE, COST OF REPLACEMENT AIRCRAFT, BUSINESS INTERRUPTION, OR DIMINISHED VALUE ARISING OR CLAIMED TO ARISE OUT OF THE WORK OR PRODUCTS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. THE COMPANY'S MAXIMUM CUMULATIVE LIABILITY, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY OR RIGHT OF CONTRIBUTION, SHALL NOT EXCEED THE COST OF THE SPECIFIC WORK SCOPE GIVING RISE TO THE CLAIM.